

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

LHB INSURANCE BROKERAGE INC., On
Behalf Of Itself And All Others Similarly Situated,

Plaintiff,

vs.

CITIGROUP INC. and CITIGROUP GLOBAL
MARKETS, INC.,

Defendants.

Civil Action No. 08-CV-3095 (LTS)

[additional captions follow]

**REPLY DECLARATION OF KENT A. BRONSON IN FURTHER SUPPORT OF THE
MOTION OF WEDGEWOOD TACOMA LLC AND JEMSTONE LLC FOR
APPOINTMENT AS LEAD PLAINTIFF, APPROVAL OF SELECTION OF LEAD
COUNSEL, AND IN OPPOSITION TO COMPETING MOTIONS**

MILBERG LLP

Jerome M. Congress (JC-2060)

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Proposed Lead Counsel for the Class

LISA SWANSON, Individually And On Behalf of
All Others Similarly Situated,

Plaintiff,

vs.

CITIGROUP INC., CITIGROUP GLOBAL
MARKETS, INC. AND CITI SMITH BARNEY,

Defendants.

Civil Action No. 08-CV-3139 (LTS)

SAMUEL A. STOCKHAMER and ALICE L.
STOCKHAMER, On Behalf of Themselves and
All Others Similarly Situated,

Plaintiffs,

vs.

CITIGROUP INC. and CITIGROUP GLOBAL
CAPITAL MARKETS, INC.

Defendants.

Civil Action No. 08-CV-3904 (LTS)

WEDGEWOOD TACOMA LLC, Individually
And On Behalf of All Others Similarly Situated,

Plaintiff,

vs.

CITIGROUP INC., CITIGROUP GLOBAL
MARKETS, INC., and CITI SMITH BARNEY,

Defendants.

Civil Action No. 08-CV-4360 (LTS)

SAED GHALAYINI, Individually And On Behalf
of All Others Similarly Situated,

Plaintiff,

vs.

CITIGROUP INC., CITIGROUP GLOBAL
MARKETS, INC., and CITI SMITH BARNEY,

Defendants.

Civil Action No. 08-CV-5016 (LTS)

I, Kent A. Bronson, under penalties of perjury, hereby declare:

1. I am a member of Milberg LLP. I submit this reply declaration in further support of the motion of Wedgewood Tacoma LLC and Jemstone LLC for appointment as Lead Plaintiff, approval of their selection of Lead Counsel, and in opposition to competing lead plaintiff motions.

2. Attached hereto as Exhibit A is a true and correct copy of a Case Disposition Agreement (“CDA”) in the matter of *United States of America v. Milberg LLP*, CR-05-587(D). Among other things:

(a) the government agrees as part of the CDA to seek the dismissal of the indictment against Milberg LLP, CDA ¶ 22, and not to prosecute Milberg LLP for any crimes arising out of the “Investigated Conduct” and not to pursue any related civil or criminal forfeiture claims against Milberg LLP, which is highly unusual if not unique after an indictment has issued.

(b) the government recites as part of the CDA that among the reasons it agreed to this unusual resolution is “the USAO’s belief that no attorney currently a partner or associate with Milberg LLP is criminally culpable with respect to the investigated conduct,” CDA ¶ 3(f); and

(c) the government has agreed to accept as part of the statement of facts (“SOF”) that “[t]hroughout the conspiracy, the Conspiring Former Partners took affirmative steps to conceal their illegal activities from other partners, associates, and employees of the Firm.” SOF ¶ 5.

3. Attached hereto as Exhibit B is a true and correct copy of the Supplemental Affidavit of Kurtis R. Mayer dated June 20, 2008.

4. Attached hereto as Exhibit C is a true and correct copy of an “Appendix of Decisions Appointing/Affirming Milberg LLP as Counsel in Leadership Position Post-Indictment.”

5. Attached hereto as Exhibit D is a true and correct copy of a table entitled “Appendix of Milberg LLP’s Post-Indictment Final and Preliminary Approved Settlements.”

6. Attached hereto as Exhibit E is a true and correct copy of the Securities Class Action Services Report entitled “SCAS 50 for 2006” available at <http://www.issproxy.com/pdf/SCAS50for2006.pdf>.

7. Attached hereto as Exhibit F is a true and correct copy of the Securities Class Action Services Report entitled “SCAS 50 for 2007” available at <http://www.riskmetrics.com/pdf/SCAS50for2007.pdf>.

Dated: June 20, 2008

Respectfully submitted,

MILBERG LLP

By: /s/ Kent A. Bronson
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New York, New York 10119
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EXHIBIT A

(PART 1 OF 2)

1 THOMAS P. O'BRIEN
United States Attorney
2 GEORGE S. CARDONA (Cal. Bar #135439)
Chief Assistant United States Attorney
3 DOUGLAS A. AXEL (Cal. Bar #173814)
Chief, Major Frauds Section
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10 Attorneys for Plaintiff
UNITED STATES OF AMERICA

11 UNITED STATES DISTRICT COURT
12 FOR THE CENTRAL DISTRICT OF CALIFORNIA
13

| | | |
|------------------------------|---|---------------------------------------|
| 14 UNITED STATES OF AMERICA, |) | No. CR 05-587(D) -JFW |
| |) | |
| 15 Plaintiff, |) | <u>CASE DISPOSITION AGREEMENT FOR</u> |
| |) | <u>DEFENDANT MILBERG LLP;</u> |
| 16 v. |) | <u>EXHIBITS A-F</u> |
| |) | |
| 17 MILBERG LLP, |) | |
| |) | |
| 18 |) | |
| Defendant. |) | |
| 19 |) | |

20 1. Defendant Milberg LLP (formerly known as "Milberg Weiss
21 LLP," "Milberg Weiss & Bershad LLP," "Milberg Weiss Bershad &
22 Schulman LLP," "Milberg Weiss Bershad Hynes & Lerach LLP," and
23 "Milberg Weiss Bershad Specthrie & Lerach") ("Milberg LLP") and
24 the United States Attorney's Office for the Central District of
25 California (the "USAO") hereby enter into this agreement (the
26 "Agreement") to resolve as against Milberg LLP: (a) the above-
27 captioned case ("U.S. v. Milberg LLP et al.") and (b) the USAO's
28 criminal investigation regarding conduct described in the second

1 superseding indictment in U.S. v. Milberg LLP et al. (the "SSI")
2 and/or in Exhibit A to this Agreement (collectively the
3 "Investigated Conduct").

4 A. INTRODUCTION

5 2. Milberg LLP has been indicted on charges of conspiracy
6 in violation of 18 U.S.C. § 371; mail fraud in violation of 18
7 U.S.C. §§ 1341, 1346; money laundering in violation of 18 U.S.C.
8 § 1956(h); and obstruction of justice in violation of 18 U.S.C.
9 § 1503, as well as criminal forfeiture pursuant to 28 U.S.C.
10 § 2461(c), 18 U.S.C. § 981(a)(1)(C), and 21 U.S.C. § 853, and 18
11 U.S.C. § 982(a)(1) and 21 U.S.C. § 853, as set forth in the SSI.

12 3. The USAO has determined that entry into this Agreement
13 to resolve both the prosecution of Milberg LLP in U.S. v. Milberg
14 LLP et al. and any further investigation of potential charges
15 against Milberg LLP arising from the Investigated Conduct is
16 appropriate in light of: (a) Milberg LLP's acceptance of
17 responsibility for the conduct in question, as described in
18 paragraphs 6 through 9 of this Agreement; (b) Milberg LLP's
19 commitment to provide full cooperation as directed by the USAO,
20 as described in paragraphs 10 through 12 of this Agreement; (c)
21 Milberg LLP's agreement to pay the United States the total sum of
22 \$75,000,000, plus applicable interest, and to take steps
23 necessary to ensure such payments, as described in paragraphs 13
24 through 19 of this Agreement; (d) Milberg LLP's remedial actions
25 taken to date and to be taken pursuant to this Agreement, as well
26 as its continuing commitment to maintain the "best practices"
27 program, as described in paragraph 20 of this Agreement; (e) the
28 other undertakings Milberg LLP has accepted as set forth in this

1 Agreement; and (f) the USAO's belief that no attorney currently a
2 partner or associate with Milberg LLP is criminally culpable with
3 respect to the Investigated Conduct.

4 4. This Agreement shall be deemed effective as of the last
5 date of execution by a party to this Agreement and shall continue
6 in effect until the later of (a) 24 months from its effective
7 date or (b) the date by which Milberg LLP has satisfied all of
8 its payment obligations under paragraphs 13 through 17 below.
9 The period of time during which this Agreement continues in
10 effect is referred to as the "Agreement Term."

11 B. MILBERG LLP'S PROMISES AND OBLIGATIONS

12 5. In consideration for the USAO's promises set forth in
13 paragraphs 22 through 25 of this Agreement, Milberg LLP
14 knowingly, voluntarily, and with the advice of counsel, agrees to
15 the following:

16 (a) Milberg LLP acknowledges and accepts
17 responsibility for the conduct of its partners, in accordance
18 with paragraphs 6 through 9 of this Agreement;

19 (b) Milberg LLP agrees to cooperate with the USAO, as
20 described in paragraphs 10 through 12 of this Agreement;

21 (c) Milberg LLP agrees to pay to the United States the
22 total sum of \$75,000,000, plus applicable interest, and to take
23 steps necessary to ensure such payments, as more fully provided
24 in paragraphs 13 through 19 of this Agreement;

25 (d) Milberg LLP agrees to maintain a "best practices"
26 program, as more fully described in paragraph 20 of this
27 Agreement;

28 (e) Milberg LLP agrees to include in any applicable

1 contract a provision binding any acquirer/successor to the
2 obligations of Milberg LLP described in this Agreement, as
3 provided in paragraph 21 of this Agreement;

4 (f) Milberg LLP agrees: (i) to toll the federal
5 statute of limitations for any criminal offense charged in the
6 SSI and/or arising from or relating to the Investigated Conduct
7 for the period beginning on May 18, 2006 and continuing to March
8 31, 2013; (ii) to waive all speedy trial rights it might have
9 pursuant to the Sixth Amendment of the United States
10 Constitution, Title 18, United States Code, Section 3161, and
11 Federal Rule of Criminal Procedure 48(b) for the period beginning
12 on May 18, 2006 and continuing to March 31, 2013; and (iii) to
13 document the tolling of the statute of limitations and waiver of
14 speedy trial rights by delivering to the USAO concurrently with
15 the execution of this Agreement an executed tolling agreement in
16 the form attached hereto as Exhibit B; and

17 (g) Milberg LLP agrees: (i) to waive any right it
18 might have to be prosecuted by indictment for the offenses
19 charged in the SSI and/or any other federal criminal offense
20 arising from or relating to the Investigated Conduct; (ii) that
21 any such prosecution may be brought by way of an information
22 rather than an indictment; and (iii) to document its waiver of
23 indictment by delivering to the USAO concurrently with the
24 execution of this Agreement an executed waiver of indictment in
25 the form attached hereto as Exhibit C.

26 Acceptance of Responsibility

27 6. Milberg LLP acknowledges and accepts responsibility for
28 the conduct of its partners as described in the Statement of

1 Facts attached hereto as Exhibit A, with the understanding that
2 the pseudonyms, capitalized terms, and case names used in this
3 Agreement and Exhibit A have the same meanings as are ascribed to
4 them in the SSI.

5 7. Milberg LLP agrees that it shall not, through any of
6 its counsel, representatives, partners, associates, or executive
7 employees who has authority to speak and is speaking publicly on
8 behalf of Milberg LLP, make any public statement, including any
9 statement of position in litigation, that in whole or in part
10 contradicts any material fact stated in Exhibit A. Any such
11 contradictory public statement by Milberg LLP shall constitute a
12 breach of this Agreement as governed by paragraphs 26 through 28
13 of this Agreement, and Milberg LLP shall thereafter be subject to
14 prosecution pursuant to the terms of this Agreement.

15 8. Paragraph 7 above is not intended to apply to any
16 statement made by any individual, as a witness or otherwise,
17 during testimony or otherwise, in connection with or in
18 preparation for proceedings in U.S. v. Milberg LLP et al., or in
19 any proceeding, whether civil, criminal, or administrative,
20 concerning the Investigated Conduct, unless such individual has
21 authority to speak, and is speaking, publicly on behalf of
22 Milberg LLP.

23 9. Subject to Milberg LLP's obligations as set forth in
24 paragraphs 6 through 8 above, this Agreement shall not limit
25 Milberg LLP's ability to raise and support defenses and/or assert
26 and support affirmative claims in any civil or administrative
27 proceedings relating to the Investigated Conduct.
28

1 Cooperation

2 10. Milberg LLP agrees to cooperate fully with the USAO,
3 the United States Postal Inspection Service, the Internal Revenue
4 Service, and any other agency designated by the USAO, regarding
5 the Investigated Conduct.

6 11. Milberg LLP's obligation to cooperate is not limited to
7 the Agreement Term but shall extend until the completion of the
8 USAO's prosecution of U.S. v. Milberg LLP et al. and any related
9 case.

10 12. Milberg LLP agrees that its cooperation shall require
11 the following:

12 (a) Complete and truthful disclosure of all non-
13 privileged information as may be requested by the USAO with
14 respect to the activities of Milberg LLP and its present and
15 former partners, employees, and agents concerning all matters
16 relating to the Investigated Conduct;

17 (b) On request from the USAO, assembling, organizing,
18 and providing all non-privileged documents, records, or other
19 tangible evidence in Milberg LLP's possession, custody, or
20 control, concerning all matters relating to the Investigated
21 Conduct;

22 (c) Providing access to the USAO, and any law
23 enforcement agencies designated by the USAO, to inspect and copy
24 all non-privileged records and documents relating to the
25 Investigated Conduct that are in the possession, custody, or
26 control of Milberg LLP, whether located at Milberg LLP's offices
27 or kept offsite in storage;

28 (d) Using its best efforts to facilitate the

1 availability of its present and former partners and employees to
2 provide information and/or testimony as requested by the USAO,
3 including sworn testimony in U.S. v. Milberg LLP et al. and any
4 related case, as well as for interviews with federal law
5 enforcement authorities; and

6 (e) Providing non-privileged testimony and other
7 information deemed necessary by the USAO or a court to identify
8 or establish the original location, authenticity, or other
9 evidentiary foundation necessary to admit into evidence documents
10 in U.S. v. Milberg LLP et al. or any other proceeding as
11 requested by the USAO.

12 Monetary Payments

13 13. Milberg LLP agrees to pay the sum of \$60,000,000, plus
14 applicable interest thereon, as a criminal monetary penalty,
15 which sum shall be paid to the United States Treasury by
16 electronic funds transfer, pursuant to instructions to be
17 provided by the USAO, in the following installments:

18 (a) \$12,500,000 upon execution of this Agreement to a
19 trust account of Zuckerman Spaeder LLP, which amount shall be
20 paid to the United States Treasury within 5 days of the entry of
21 dismissal pursuant to paragraph 22 below;

22 (b) \$10,000,000, plus applicable interest thereon, on
23 or before December 31, 2009;

24 (c) \$10,000,000, plus applicable interest thereon, on
25 or before December 31, 2010;

26 (d) \$10,000,000, plus applicable interest thereon, on
27 or before December 31, 2011; and

28 (e) \$17,500,000, plus applicable interest thereon, on

1 or before December 31, 2012.

2 14. Milberg LLP agrees to pay, pursuant to instructions to
3 be provided by the USAO, the additional sum of \$15,000,000, plus
4 applicable interest thereon, to the United States Postal
5 Inspection Service Consumer Fraud Fund (the "Consumer Fraud
6 Fund"), to further the efforts of the Postal Inspection Service
7 in preventing frauds on consumers, which sum shall be paid by
8 electronic funds transfer, pursuant to instructions to be
9 provided by the USAO, in the following installments:

10 (a) \$10,000,000 upon the execution of this Agreement
11 to a trust account of Zuckerman Spaeder LLP, which amount shall
12 be paid to the Consumer Fraud Fund within 5 days of the entry of
13 dismissal pursuant to paragraph 22 below; and

14 (b) \$5,000,000, plus applicable interest thereon, on
15 or before December 31, 2009.

16 15. Milberg LLP will pay interest on each of the
17 installments described in paragraphs 13(b) through (e) and 14(b)
18 above from the date of execution of this Agreement to the date of
19 each such installment payment. Simple interest on the
20 outstanding balance of each installment shall be calculated each
21 calendar quarter using the lesser of (a) the published Wall
22 Street Journal Prime Rate effective on the last business day of
23 that quarter or (b) 5% per annum. Milberg LLP at its own
24 election may make payment in advance of the due date for any of
25 the installments provided by paragraphs 13 through 15, consisting
26 of the principal and accrued interest thereon as of the payment
27 date, without additional charge or penalty.

28 16. During the Agreement Term, in the event that Milberg

1 LLP's Gross Revenues (as defined below) exceed either \$40,000,000
2 for any calendar quarter or \$120,000,000 for any consecutive 4
3 calendar quarters commencing July 1, 2008, Milberg LLP will
4 within 45 days of receipt of such revenues exceeding the amounts
5 specified above ("excess Gross Revenues") pay to the United
6 States the lesser of:

7 (a) The balance of all unpaid installments described
8 in paragraphs 13(b) through (e) and 14(b) above; or

9 (b) Fifty-five (55%) of the amount by which Gross
10 Revenues exceeds \$40,000,000 for that calendar quarter or
11 \$120,000,000 for 4 consecutive calendar quarters, whichever is
12 greater.

13 For purposes of this Agreement, "Gross Revenues" means
14 aggregate gross revenues from all sources, prior to any taxes,
15 including but not limited to cash and cash equivalents received
16 from any former Milberg LLP partner or the Coughlin Stoia Geller
17 Rudman & Robbins LLP law firm ("Coughlin LLP") but excluding: (i)
18 any amounts due to Coughlin LLP pursuant to the May 1, 2004
19 agreement between Coughlin LLP and Milberg LLP (the "Separation
20 Agreement"); (ii) any amounts due for referrals approved by the
21 Compliance Monitor in accordance with Exhibit F hereto; (iii) in
22 any case in which Milberg LLP receives aggregate attorneys' fees,
23 any amounts due to co-counsel of record consistent with the
24 court's fee orders, if any, in such case; (iv) loan proceeds to
25 be used in the ordinary course of business to fund the operations
26 of Milberg LLP; and (v) any excess Gross Revenues upon which
27 payment was made pursuant to this paragraph 16.

28 17. Payments made pursuant to paragraph 16 above shall be

1 applied to satisfy the unpaid balances of the installments
2 described in paragraphs 13 and 14 above in the following order:

- 3 (a) installment described in paragraph 14(b); then
- 4 (b) installment described in paragraph 13(b); then
- 5 (c) installment described in paragraph 13(e); then
- 6 (d) installment described in paragraph 13(d); then
- 7 (e) installment described in paragraph 13(c).

8 18. Until such time as Milberg LLP has fully satisfied all
9 its payment obligations under paragraphs 13 through 17 above,
10 Milberg LLP will:

11 (a) provide a written report to the USAO no later than
12 15 days after the last day of each calendar quarter, that
13 accurately states:

14 (i) the amount of Gross Revenues for the
15 quarterly period, specifically identifying any and all sources of
16 Gross Revenues during the reporting period that exceed \$500,000.
17 For example, if Gross Revenues exceeding \$500,000 derive from
18 attorneys' fees and cost reimbursement obtained by Milberg LLP in
19 connection with a particular lawsuit, the name, case number, and
20 court for that lawsuit will be identified in the report, as well
21 as the amounts of gross attorneys' fees and costs received;

22 (ii) any payments to Coughlin LLP pursuant to the
23 Separation Agreement;

24 (iii) any referrals paid, together with a
25 statement as to whether such referrals were approved by the
26 Compliance Monitor;

27 (iv) any payments to co-counsel of record from
28 aggregate fees received by Milberg LLP, together with a copy of

1 any fee orders by the court in such case;

2 (v) any other division or sharing of attorneys'
3 fees received by Milberg LLP with another lawyer or law firm
4 which was not counsel of record in the case in which those fees
5 were awarded, together with a statement as to whether such
6 division or sharing of attorneys' fees was approved by the
7 Compliance Monitor; and

8 (vi) any proceeds from loans, and the existence
9 of any line of credit or other financial accommodation, exceeding
10 \$500,000, together with a description of any security interests
11 or liens granted by Milberg LLP to secure such loans or lines of
12 credit or financial accommodations.

13 (b) provide written notice to the USAO of the amount
14 by which its Gross Revenues have exceeded \$40,000,000 for the
15 preceding calendar quarter or \$120,000,000 for the preceding
16 consecutive 4 calendar quarters, no later than 15 days after such
17 excess Gross Revenues are in the possession, custody, or control
18 of Milberg LLP.

19 Consent Judgment

20 19. Concurrent with the execution of this Agreement, the
21 parties shall execute a Stipulation for Entry of Consent Judgment
22 with respect to all of the amounts not yet paid under paragraphs
23 13 through 15 above. The USAO may immediately file,
24 notwithstanding paragraphs 26 through 28 below, the Stipulation
25 for Entry of Consent Judgment and the Complaint and Consent
26 Judgment based thereon (copies of which are attached hereto as
27 Exhibits D and E, respectively), if and only if Milberg LLP
28 defaults on any payment obligation set forth in paragraphs 13

1 through 17 above. The USAO may also file the Stipulation for
2 Entry of Consent Judgment and the civil Complaint and Consent
3 Judgment based thereon following a final determination of breach
4 pursuant to paragraphs 26 through 28 below. In the event of such
5 default or breach, Milberg LLP shall be obligated immediately to
6 pay a sum of all of the amounts not yet paid under paragraphs 13
7 through 15 of this Agreement. The parties agree that the Court
8 shall have jurisdiction and venue over the civil Complaint in
9 order to enforce the Consent Judgment in the event of a default
10 or breach by Milberg LLP, as provided by this paragraph.

11 Remedial Measures

12 20. Milberg LLP agrees, within 30 days of the execution of
13 this Agreement, to maintain and enforce a "best practices"
14 program at Milberg LLP as further described in Exhibit F, to
15 avoid any potential future misconduct of the type described in
16 Exhibit A, which "best practices" program shall be maintained and
17 continue in place until 24 months after the execution of this
18 Agreement. No later than 45 days after the execution of this
19 Agreement, Milberg LLP will provide to the USAO a written
20 certification from the Compliance Monitor (as defined in Exhibit
21 F) confirming that the "best practices" program is in place at
22 Milberg LLP and is being enforced satisfactorily; and thereafter
23 such certifications by the Compliance Monitor shall be provided
24 to the USAO every three months until 24 months after the
25 execution of this Agreement.

26 Acquirer/Successor Obligations

27 21. Milberg LLP agrees that if it sells or transfers all or
28 a majority (by value) of its assets (including accounts

1 receivable and cash), case inventory, or business operations as
2 they exist as of the effective date of this Agreement to one or
3 more other law partnership(s), corporation(s), sole
4 proprietorship(s), or any other acquirer during the term of this
5 Agreement, it shall include in any applicable contract a
6 provision binding the acquirer/successor to the obligations of
7 Milberg LLP described in this Agreement. This paragraph 21 does
8 not apply:

9 (a) to any partner, associate, or employee of Milberg
10 LLP, or any group of partner(s), associates(s), or employees(s)
11 of Milberg LLP who, consistent with the terms of the partnership
12 agreement, terminate their respective relationship(s) with
13 Milberg LLP, so long as such termination does not include a
14 transfer of all or majority (by value) of Milberg LLP's assets
15 (including accounts receivable and cash), case inventory, or
16 business operations as they exist as of the effective date of
17 this Agreement; or

18 (b) to any security interests or liens granted by
19 Milberg LLP to secure loans or other financial accommodations
20 made to the firm in the ordinary course of its business to fund
21 the operations of Milberg LLP or to the exercise by such secured
22 creditors of their respective rights and remedies.

23 C. THE USAO'S PROMISES AND OBLIGATIONS

24 Dismissal

25 22. Upon Milberg LLP's completion of all its obligations
26 set forth in paragraphs 5(f), 5(g), 13(a), 14(a), and 19 above,
27 and Milberg LLP's provision of the initial compliance
28 certification required by paragraph 20 above, the USAO will move

1 to dismiss without prejudice the SSI in U.S. v. Milberg LLP et
2 al. as against Milberg LLP only. Milberg LLP agrees that such
3 dismissal shall be without prejudice to any subsequent
4 reinstating of the charges against Milberg LLP in the SSI, in
5 accordance with this Agreement, which is expressly conditioned
6 upon such dismissal.

7 Non-Prosecution

8 23. Subject to the breach provisions of paragraphs 26
9 through 28 below, the USAO agrees:

10 (a) Not to prosecute Milberg LLP for any crimes
11 arising out of any of the Investigated Conduct occurring prior to
12 May 18, 2006 (collectively the "non-prosecution conduct"). The
13 non-prosecution provisions of this sub-paragraph 23(a) are
14 binding on the USAO, the United States Attorney's Offices for
15 each of the other 93 judicial districts of the United States
16 ("the other USAOs"), and the United States Department of Justice
17 ("DOJ"); and

18 (b) Not to pursue any additional civil or criminal
19 forfeiture claims against Milberg LLP based on conduct occurring
20 prior to the execution of this Agreement and arising out of the
21 non-prosecution conduct.

22 24. Except as expressly provided in paragraph 23 above,
23 this Agreement does not preclude or limit the USAO, the other
24 USAOs, or DOJ from investigating or prosecuting Milberg LLP or
25 any other individuals or entities, including any present or
26 former partners or employees of Milberg LLP.

27 25. Nothing in this Agreement shall preclude or limit the
28 USAO, the other USAOs, or DOJ from bringing a criminal

1 prosecution against Milberg LLP for making false statements,
2 obstruction of justice, perjury, subornation of perjury, or
3 aiding and abetting or conspiring to commit such offenses based
4 on Milberg LLP's conduct in performing its obligations under this
5 Agreement.

6 D. BREACH OF AGREEMENT

7 26. It shall constitute a breach of this Agreement for
8 Milberg LLP, during the Agreement Term, to commit any federal
9 crime or to knowingly engage in conduct that constitutes a
10 material failure to abide by or fully perform any of its promises
11 and obligations set forth in paragraphs 5 through 21 of this
12 Agreement, including any default on any of the payment
13 obligations set forth in paragraphs 13 through 17 above.

14 27. In the event that the USAO determines, in its sole
15 discretion, that Milberg LLP has breached this Agreement, the
16 USAO shall provide Milberg LLP with written notice of this
17 determination, and thereafter:

18 (a) Milberg LLP shall have 14 calendar days from the
19 date of that written notice in which to make a presentation to
20 the USAO to demonstrate that in fact no breach has occurred or,
21 to the extent applicable, that the breach is not a knowing breach
22 or has been cured;

23 (b) the USAO shall thereafter provide written notice
24 to Milberg LLP of its final determination regarding whether or
25 not a breach has occurred; and

26 (c) Milberg LLP shall thereafter have 30 days to
27 obtain a decision from a higher authority within DOJ reversing or
28 modifying the USAO's determination that Milberg LLP has breached

1 this Agreement -- in the absence of such a decision, the USAO's
2 determination of breach shall become final.

3 28. Should there be a final determination, in accordance
4 with the procedures set forth in paragraph 27 above, that Milberg
5 LLP has breached this Agreement, then:

6 (a) Milberg LLP shall be released from its cooperation
7 obligations referenced in paragraphs 10 through 12 above, and its
8 maintenance of the "best practices" program referenced in
9 paragraph 20 above;

10 (b) the United States shall not be obligated to repay
11 any amounts paid under paragraphs 13 through 17 and 19 of this
12 Agreement, Milberg LLP shall be obligated immediately to pay all
13 of the amounts not yet paid under paragraphs 13 through 15 of
14 this Agreement, and the USAO will immediately be free to file the
15 Stipulation for Entry of Consent Judgment, the civil Complaint,
16 and the Consent Judgment described in paragraph 19 above;

17 (c) the USAO, the other USAOs, and DOJ shall
18 immediately be free to use the waiver of indictment provided by
19 Milberg LLP in Exhibit C attached hereto and to prosecute Milberg
20 LLP by way of information for any federal offense relating to the
21 Investigated Conduct;

22 (d) any such prosecution by the USAO, the other USAOs,
23 or DOJ may be premised upon any documents, testimony or other
24 information provided by or on behalf of Milberg LLP to the USAO
25 or any government agency at any time. Milberg LLP shall be
26 unable to assert that any such documents, testimony, or other
27 information: (i) were obtained in violation of any
28 constitutional, statutory, or rule-based right or privilege; (ii)

1 are subject to any attorney-client privilege or work product
2 protection that may be claimed by Milberg LLP; or (iii) are
3 inadmissible because of Rule 11(f) of the Federal Rules of
4 Criminal Procedure, Rule 410 of the Federal Rules of Evidence, or
5 any other constitutional provision, statute, or rule;

6 (e) In any proceeding or trial in any criminal
7 prosecution relating to the Investigated Conduct, Milberg LLP
8 shall be deemed to stipulate to the admissibility into evidence
9 of Exhibit A as an admission by Milberg LLP, and shall be
10 precluded from offering any evidence or argument that the facts
11 stated in Exhibit A are untrue or misleading; and

12 (f) In any proceeding or trial in any criminal
13 prosecution relating to the Investigated Conduct, Milberg LLP
14 shall be precluded from asserting any claim or defense based on:
15 (i) preindictment delay with respect to any period of time
16 between May 18, 2006 and March 31, 2013; (ii) any violation of
17 any speedy trial rights that have been waived by Milberg LLP as
18 provided in Exhibit B hereto; and (iii) any statutes of
19 limitations that have been tolled by Milberg LLP as provided in
20 Exhibit B hereto.

21 In the event Milberg defaults on the payment obligations
22 under paragraphs 13 through 17 above, entry of the Consent
23 Judgment pursuant to paragraph 19 does not preclude other
24 non-monetary remedies under this paragraph. In the event that
25 the USAO finally determines to prosecute the Firm under this
26 paragraph, the financial penalty to be sought by the USAO in such
27 a prosecution shall be limited to the unpaid amount of the
28 payments provided for in paragraphs 13 and 14 of this agreement,

1 plus accrued interest, and the USAO agrees not to seek any
2 additional amounts in forfeiture, fines, penalties, or other
3 financial remedies.

4 E. SCOPE OF THE AGREEMENT

5 29. Except as specified in sub-paragraph 23(a) above, which
6 makes the non-prosecution provisions of this Agreement binding on
7 the USAO, the other USAOs, and DOJ, this Agreement is binding
8 only on Milberg LLP and the USAO, and does not bind any other
9 federal, state, or local agency or prosecuting authority, or any
10 federal, state, or local administrative or regulatory authority.

11 F. MISCELLANEOUS PROVISIONS

12 30. This Agreement, with its attached Exhibits A through F,
13 sets forth all the terms of the agreement between Milberg LLP and
14 the USAO. No modifications or additions to this Agreement, or to
15 its attached Exhibits A through F, shall be valid unless they are

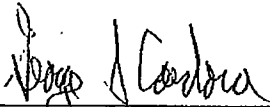
16 ///

17 ///

1 in writing and signed by the USAO, Milberg LLP's
2 attorneys, and a duly authorized partner of Milberg LLP.

3 AGREED AND ACCEPTED:


4 UNITED STATES DEPARTMENT OF JUSTICE:

5 
6 _____
7 GEORGE S. CARDONA
8 Chief Assistant United States Attorney
9 Central District of California

6/16/2008

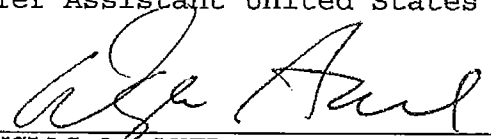
Date

10 UNITED STATES ATTORNEY'S OFFICE
11 FOR THE CENTRAL DISTRICT OF CALIFORNIA:

12 
13 _____
14 GEORGE S. CARDONA
15 Chief Assistant United States Attorney

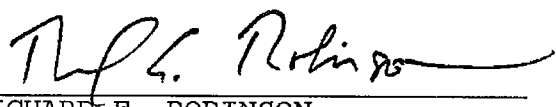
6/16/2008

Date

16 
17 _____
18 DOUGLAS A. AXEL
19 Assistant United States Attorney
20 Chief, Major Frauds Section

6/16/08

Date

21 
22 _____
23 RICHARD E. ROBINSON
24 Assistant United States Attorney
25 Major Frauds Section

6/16/08

Date

26 Milberg LLP

27 _____
28 Partner
Milberg LLP

Date

CERTIFICATIONS

26 I, _____, am a partner of the law firm
27 Milberg LLP, formerly known as "Milberg Weiss LLP," "Milberg
28

1 in writing and signed by the USAO, Milberg LLP's
2 attorneys, and a duly authorized partner of Milberg LLP.

3 AGREED AND ACCEPTED:

4 UNITED STATES DEPARTMENT OF JUSTICE:

5
6 _____ Date _____
7 GEORGE S. CARDONA
8 Chief Assistant United States Attorney
9 Central District of California

10 UNITED STATES ATTORNEY'S OFFICE
11 FOR THE CENTRAL DISTRICT OF CALIFORNIA:

12 _____ Date _____
13 GEORGE S. CARDONA
14 Chief Assistant United States Attorney

15 _____ Date _____
16 DOUGLAS A. AXEL
17 Assistant United States Attorney
18 Chief, Major Frauds Section

19 _____ Date _____
20 RICHARD E. ROBINSON
21 Assistant United States Attorney
22 Major Frauds Section

23 Milberg LLP

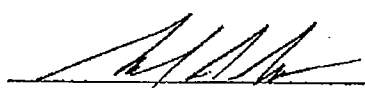
24 _____
25 Partner
26 Milberg LLP

6/16/08
Date

27 CERTIFICATIONS

28 I, SANFORD P. DWAN, am a partner of the law firm
Milberg LLP, formerly known as "Milberg Weiss LLP," "Milberg

1 Weiss & Bershad LLP," "Milberg Weiss Bershad & Schulman LLP,"
2 "Milberg Weiss Bershad Hynes & Lerach LLP," and "Milberg Weiss
3 Bershad Specthrie & Lerach" ("Milberg LLP"), and am duly
4 authorized, in accordance with all requirements of the Milberg
5 LLP partnership agreement, to enter into this Agreement on behalf
6 of Milberg LLP. I understand the terms of this Agreement, and I
7 voluntarily, knowingly, and willfully agree, on behalf of Milberg
8 LLP, to all of those terms without force, threat, or coercion.
9 No promises, representations, or inducements, other than those
10 set forth in this Agreement, have been made to Milberg LLP or me
11 to cause me to enter into this Agreement on behalf of the law
12 firm. Milberg LLP's counsel of record, Zuckerman Spaeder LLP and
13 Mayer Brown LLP, as well as Viet Dinh, a principal of Bancroft
14 Associates PLLC, have advised Milberg LLP concerning this
15 Agreement, including the rights and defenses that Milberg LLP
16 will be giving up by entering into the Agreement. Milberg LLP
17 and I are satisfied with the counsel that Zuckerman Spaeder LLP,
18 Mayer Brown LLP, and Viet Dinh have provided to Milberg LLP in
19 this matter.

20 
21 _____


6/16/08

Date

22 Partner,
23 Defendant Milberg LLP

24
25 I, Bryan Daly, a member of the law firm Mayer Brown LLP, am
26 counsel of record in this case for defendant Milberg LLP. I
27 believe that Sanford P. Dumann is a partner of Milberg LLP
28 who is duly authorized to enter into this Agreement on behalf of

1 Milberg LLP. To the best of my knowledge and belief, Milberg
2 LLP's decision to enter into this Agreement is an informed and
3 voluntary one.

4 
5 BRYAN DALY
6 Mayer Brown LLP
7 Counsel for Milberg LLP

6/16/08
Date

8 I, William W. Taylor, a member of the law firm of Zuckerman
9 Spaeder LLP, am counsel of record in this case for defendant
10 Milberg LLP. I believe that _____ is a partner
11 of Milberg LLP who is duly authorized to enter into this
12 Agreement on behalf of Milberg LLP. To the best of my knowledge
13 and belief, Milberg LLP's decision to enter into this Agreement
14 is an informed and voluntary one.

15
16 WILLIAM W. TAYLOR, III
17 Zuckerman Spaeder LLP
18 Counsel for Milberg LLP

Date

19 I, Viet D. Dinh, a principal of Bancroft Associates PLLC,
20 serve as counsel for Milberg LLP to independently advise and
21 assist Milberg LLP in negotiating this Agreement with the USAO.
22 I have carefully reviewed and discussed the terms of this
23 Agreement with Seah P. Dumanis, whom I believe is a partner
24 of Milberg LLP duly authorized to enter into this Agreement on
25 behalf of Milberg LLP. To the best of my knowledge and belief,
26 Milberg LLP's decision to enter into this Agreement is an

27 ///

1 Milberg LLP. To the best of my knowledge and belief, Milberg
2 LLP's decision to enter into this Agreement is an informed and
3 voluntary one.

4
5 BRYAN DALY
6 Mayer Brown LLP
7 Counsel for Milberg LLP

Date

8 I, William W. Taylor, a member of the law firm of Zuckerman
9 Spaeder LLP, am counsel of record in this case for defendant
10 Milberg LLP. I believe that Sanford P. Duman is a partner
11 of Milberg LLP who is duly authorized to enter into this
12 Agreement on behalf of Milberg LLP. To the best of my knowledge
13 and belief, Milberg LLP's decision to enter into this Agreement
14 is an informed and voluntary one.

15
16 William W. Taylor, III
17 Zuckerman Spaeder LLP
18 Counsel for Milberg LLP

6/16/08
Date

19 I, Viet D. Dinh, a principal of Bancroft Associates PLLC,
20 serve as counsel for Milberg LLP to independently advise and
21 assist Milberg LLP in negotiating this Agreement with the USAO.
22 I have carefully reviewed and discussed the terms of this
23 Agreement with _____, whom I believe is a partner
24 of Milberg LLP duly authorized to enter into this Agreement on
25 behalf of Milberg LLP. To the best of my knowledge and belief,
26 Milberg LLP's decision to enter into this Agreement is an

27 ///

1 informed and voluntary one.

2

3

VIET D. DINH
Bancroft Associates PLLC
Counsel for Milberg LLP

6/16/08
Date

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EXHIBIT A TO MILBERG LLP CASE DISPOSITION AGREEMENT

EXHIBIT A TO MILBERG LLP CASE DISPOSITION AGREEMENT

STATEMENT OF ADMITTED FACTS

In connection with the Case Disposition Agreement entered into between Milberg LLP (previously known as "Milberg Weiss LLP," "Milberg Weiss & Bershad LLP," "Milberg Weiss Bershad & Schulman LLP," "Milberg Weiss Bershad Hynes & Lerach LLP," and "Milberg Weiss Bershad Specthrie & Lerach,") (the "Firm") and the United States Attorney's Office for the Central District of California ("USAO") in the case of United States v. Milberg Weiss LLP, et al., Case No. CR 05-587(D)-JFW ("U.S. v. Milberg"), and with the understanding that the pseudonyms, capitalized terms, and case names herein have the same meanings as are ascribed to them in the second superseding indictment in U.S. v. Milberg (the "Indictment"), the Firm admits and accepts responsibility for the following:

Introduction

1. The Firm is a law firm partnership, which at all relevant times maintained its principal offices in New York, New York and, from 1976 through on or about May 2004, in San Diego, California. On May 1, 2004, approximately 28 equity partners, 20 non-equity partners, and 75 other attorneys at the Firm, at that time known as Milberg Weiss Bershad Hynes & Lerach LLP, withdrew from the Firm and established Lerach Coughlin Stoia & Robbins LLP, which maintained its principal office in San Diego, California.

2. The Firm specialized in serving as plaintiffs' counsel in class actions and shareholder derivative actions (collectively "Class Actions") brought in federal and state courts throughout the United States, including in the Central District of California.

3. As counsel seeking to represent and representing class members or shareholders not before the courts (collectively "absent class members"), the Firm and its attorneys had fiduciary duties of loyalty, honesty, and trust to the absent class members. Individuals who sought to be authorized by the courts to serve and who served as representative plaintiffs on behalf of absent class members (hereinafter "named plaintiffs") likewise had fiduciary duties of loyalty, honesty, and trust to those absent class members. As a result of these duties, the Firm and its attorneys (a) could not give preferential treatment to the interests of named plaintiffs over the interests of the absent class members; (b) could not act in a deceitful or unethical manner toward the court or the absent class members; and (c) were required to disclose to the court any fact that could reasonably affect the ability of the Firm and its attorneys to fairly or adequately represent the interests of the absent class members.

Secret Kickback Payments to Plaintiffs

4. Beginning in or before 1979 and continuing into 2005, in order to facilitate the recruitment and retention of named plaintiffs, former senior Firm partners Melvyn I. Weiss

("Weiss"), William S. Lerach ("Lerach"), David J. Bershad ("Bershad"), Steven G. Schulman ("Schulman"), Partner E, Partner F, and Partner G (collectively the "Conspiring Former Partners"), all of whom exercised management authority over the Firm, agreed to and did secretly pay kickbacks to named plaintiffs in Class Actions in which the Firm served as counsel. Specifically, they agreed to and did pay to certain named plaintiffs a portion of the attorneys' fees that the Firm obtained in Class Actions in which such individuals served, or caused a relative, associate, or entity they controlled to serve, as a named plaintiff for the Firm. Generally, these named plaintiffs were promised that they would be paid approximately 10% of the net attorneys' fees that the Firm obtained in their respective Class Actions, although they were also told by certain of the Conspiring Former Partners that the amount would be lower if they were paid in cash or if the Firm had payment obligations on the same case to others.

5. During the times that the Conspiring Former Partners made these secret kickback payment arrangements, they were senior partners of the Firm who controlled the management of the Firm. Throughout the conspiracy, the Conspiring Former Partners took affirmative steps to conceal their illegal activities from other partners, associates, and employees of the Firm.

6. By entering into such payment arrangements, the Conspiring Former Partners were able to secure a reliable source of individuals who were ready, willing, and able to serve as

named plaintiffs in Class Actions that the Firm wanted to bring. In addition, some of these individuals would investigate and propose to the Firm lucrative potential Class Actions for the Firm to bring. Such payment arrangements enabled the Firm to file more Class Actions, and frequently to file them more quickly, than would be possible absent such arrangements.

7. Included among the named plaintiffs who were paid kickbacks by the Firm were those referred to in the Indictment as the "Paid Plaintiffs," namely, Howard J. Vogel ("Vogel"), Seymour M. Lazar ("Lazar"), Steven G. Cooperman ("Cooperman"), Cooperman Plaintiff 1 and Cooperman Plaintiff 2, and the Florida Plaintiffs (collectively the "Paid Plaintiffs"). The Class Actions in which the Paid Plaintiffs served, or caused their spouses or entities they controlled to serve, as named plaintiffs for the Firm are referred to hereinafter as the "Lawsuits." ("Lawsuits" do not include Class Actions in which the named plaintiff was an associate of a Paid Plaintiff or a relative other than the spouse of a Paid Plaintiff, even though the Firm paid kickbacks to the Paid Plaintiff for referring such associates and relatives to the Firm to serve as named plaintiffs.) The specific Lawsuits for the Paid Plaintiffs are further identified in the exhibit attached hereto.

8 In summary:

a. Vogel served, and caused his relatives and an entity he controlled to serve, as named plaintiffs in

approximately forty Class Actions for the Firm between 1991 and 2005 and, as a result, the Firm secretly paid him approximately \$2.5 million;

b. Lazar served, and caused his relatives and an entity he controlled to serve, as named plaintiffs in approximately sixty-seven Class Actions for the Firm between 1976 and 2004 and, as a result, the Firm secretly paid him approximately \$2.6 million;

c. Cooperman served, and caused his relatives and associates (including Cooperman Plaintiff 1 and Cooperman Plaintiff 2) to serve, as named plaintiffs in approximately seventy Class Actions for the Firm between 1988 and 1999 and, as a result, the Firm secretly paid him approximately \$6.2 million, some of which was to be shared with Cooperman Plaintiff 1 and Cooperman Plaintiff 2;

d. The Florida Plaintiffs served as named plaintiffs in approximately one hundred Class Actions for the Firm between 1983 and 2004 and, as a result, were secretly paid hundreds of thousands of dollars in cash; and

e. The Firm obtained approximately \$239 million in attorneys' fees in connection with the Lawsuits and litigation resolving the Lawsuits.

9. The Firm's kickback payments to and payment arrangements with the Paid Plaintiffs were illegal because they violated laws and regulations: (a) prohibiting an attorney from paying a person

to maintain his or her lawsuit; (b) prohibiting paying a fiduciary, without the consent of the principal, with the intent to influence his or her conduct as a fiduciary; and (c) prohibiting an attorney from sharing attorneys' fees with persons who are not duly licensed to practice law. Additionally, such payments and payment arrangements created a conflict of interest between the Paid Plaintiffs and absent class members because, as a result, the Paid Plaintiffs had a greater interest in maximizing the amount of attorneys' fees awarded to the Firm than in maximizing the net recovery to the absent class members.

10. At all relevant times, the Conspiring Former Partners knew that the Firm's kickback payments to and payment arrangements with named plaintiffs had to be concealed from the federal and state courts presiding over the Class Actions (hereinafter the "presiding courts"). Discovery by the presiding courts of a secret payment arrangement with a named plaintiff in a Class Action could have resulted in, among other things:

- (a) the disqualification of the named plaintiff from serving as a class representative in that Action and other Class Actions;
- (b) the disqualification of the Firm, including the Conspiring Former Partners, from serving as class counsel in that action and other Class Actions; and (c) referral to a disciplinary committee and a risk of revocation or suspension of one or more of the Conspiring Former Partners' licenses to practice law.

11. To conceal the payments and payment arrangements, the Conspiring Former Partners made and caused to be made false and misleading representations in complaints, motions, and other pleadings filed and caused to be filed by the Firm in the Lawsuits. Among such misrepresentations were representations that the Paid Plaintiffs or their spouses or entities they controlled had no interest in conflict with, or antagonistic to, absent class members when, in fact, the Firm's secret payment arrangement with the Paid Plaintiffs created a significant conflict of interest, as described above.

12. Conspiring Former Partners also prepared paid named plaintiffs for their testimony in a manner intended to assure that they would lie when questioned concerning the existence of any payments or payment arrangements. As a result, such plaintiffs, including the Paid Plaintiffs, made false statements designed to conceal the existence of their kickback payment arrangements with the Firm in under-oath testimony and in written certifications, declarations, and other documents signed under penalty of perjury in Class Actions.

13. To make sure the Firm's payments to the Paid Plaintiffs would not be discovered, Weiss, Lerach, Berishad and other of the Conspiring Former Partners personally delivered some of these payments in cash. Regarding the cash used to pay these plaintiffs:

a. Weiss, Lerach, Bershad, and other of the Conspiring Former Partners pooled their personal cash into a fund that Bershad maintained in his office at the Firm, which was used by the Conspiring Former Partners to supply cash for secret payments to paid plaintiffs and others.

b. Weiss, Lerach, Bershad, and other Conspiring Former Partners who had contributed cash caused the Firm to award "bonuses" to them, amounting to the cash they had contributed, plus additional amounts intended to approximate the income taxes payable by them on such "bonuses."

c. The Firm's partnership agreements included provisions for the award of discretionary bonuses. A purpose of these bonus provisions was to enable Weiss, Lerach, Bershad, and other Conspiring Former Partners, who determined in their sole discretion the allocation of the bonuses, to use Firm profits to compensate themselves for the cash they had contributed to the secret payment fund. The government has no evidence that any current member of the Firm had knowledge or notice of the improper use of these bonus provisions as described above. There is nothing in these bonus provisions themselves that would give uninvolved partners notice that these bonus provisions might be used for such improper purposes.

14. The Conspiring Former Partners also caused the Firm to pay the Paid Plaintiffs by check made payable to lawyers or other professionals selected by the Paid Plaintiffs, who then used and

disbursed the payments at the direction, and for the benefit, of the Paid Plaintiffs. The Conspiring Former Partners falsely disguised such payments as "referral fees" or "professional fees" to the intermediary lawyer or professional. The Conspiring Former Partners knew and intended, however, that such payments were for the exclusive benefit of the Paid Plaintiffs, and not for the intermediary to whom the check was made out. In addition, in connection with the Newhall Land class action, in which Cooperman served as a paid plaintiff, Weiss made a \$175,000 payment by personal check to Cooperman, disguised as a phony "option" payment for artwork.

15. The concealment of the payments to and payment arrangements with Paid Plaintiffs from courts presiding over the Lawsuits impeded the ability of these courts to assess and determine: (a) the appropriateness of approving the Lawsuits to proceed as Class Actions; (b) the ability of the Paid Plaintiffs, their spouses or the entities they controlled to fairly and adequately represent the interests of the absent class members; (c) the ability of the Firm to fairly and adequately represent the interests of the absent class members; (d) the fairness of settlements of the Lawsuits proposed by the Firm and the Paid Plaintiffs, their spouses, or entities they controlled; and (e) whether and the extent to which the Firm should be awarded the attorneys' fees it sought in the Lawsuits.

Payments to Stockbrokers

16. In addition to the foregoing, cash from the fund described in paragraph 13 above was also used by Bershad, Schulman, and Partner E to secretly pay kickbacks to several stockbrokers for referring their clients and other individuals to serve as named plaintiffs for the Firm.

17. The secret kickback payments to stockbrokers were illegal because they violated laws and regulations:

(a) prohibiting stockbrokers from soliciting or accepting, directly or indirectly, remuneration for assisting an attorney in obtaining the representation of any person in any private action arising under this chapter or under the Securities Act of 1933, see 15 U.S.C. § 78o(c)(8) (effective December 22, 1995); (b) prohibiting paying a fiduciary (i.e. the stockbroker), without the consent of the principal (i.e. the brokerage firm employing the stockbroker), with the intent to influence his or her conduct as a fiduciary; and (c) prohibiting an attorney from sharing attorneys' fees with persons who are not duly licensed to practice law.

18. Regarding cash kickbacks paid to stockbrokers:

(a) Schulman brought to the attention of Bershad and other Conspiring Former Partners two stockbrokers located in Albany, New York, who were willing to refer clients to the Firm in exchange for cash compensation (the "Albany brokers"). In the 1980s and 1990s, the Albany brokers referred clients to the Firm

who served as named plaintiffs in successful class actions.

(b) In turn, Schulman received substantial sums of cash from Bershad, supplied from the fund, which Schulman then delivered from time to time to the Albany brokers. Bershad also delivered a cash payment to one of the Albany brokers.

(c) Bershad delivered a cash payment to another stock broker located on Long Island, New York who referred clients (the "Long Island broker"), and provided cash from the fund to Partner E to make additional cash payments to the Long Island broker for client referrals.

(d) Weiss, Lerach, Bershad, Schulman, and Partner E knew of the practice of making secret cash payments to stock brokers, knew that it was improper, and knew that it had to be kept secret. Certain of these Conspiring Former Partners used the annual discretionary bonus awards described in paragraph 13(b) above to reimburse themselves for the cash they contributed to pay the Albany brokers and the Long Island broker, among others, for plaintiff referrals.

19. The Conspiring Former Partners caused the Firm to pay New York stockbroker Paul L. Tullman ("Tullman") by check for referring his clients, friends, and clients of other stockbrokers Tullman knew to serve as named plaintiffs for Firm. The Firm's payments to Tullman made by check were identified in the Firm's records as "referral fees," "fees to others," or "professional fees" to Tullman purportedly for his functioning in the capacity

of a lawyer. Although Tullman was at all relevant times a member of the New York State Bar, in fact, Tullman did not work as a lawyer on such cases, and was being paid for his client contacts and resources as a stockbroker.

20. From the late 1970s through 2001, while Tullman was employed full-time as a stockbroker, Tullman provided to the Firm individuals who served as named plaintiffs in more than seventy Class Actions. As a result, between 1981 and 2005, certain of the Conspiring Former Partners caused the Firm to pay Tullman checks totaling approximately \$8.85 million. With respect to these Class Actions, the Firm obtained attorneys' fees in excess of \$102 million. One of the payments to Tullman, in the amount of \$1,074,291, was made on June 20, 2005, well after the Firm knew that its relationship with Tullman was under investigation.

Misrepresentations to Courts Regarding Expert John Torkelsen

21. Beginning at least as early as 1985 and continuing through at least 2004, the Firm employed the services of John Torkelsen and his associated entities, including Princeton Venture Research, Inc. and Equity Valuation Advisors, Inc. (collectively "Torkelsen"). The Firm used Torkelsen to provide damages and valuation analysis and testimony in Class Actions.

22. The plaintiffs in certain Class Actions designated Torkelsen as an expert witness. In such Class Actions, the Firm and its co-counsel could not pay Torkelsen on a contingent basis, i.e. could not condition Torkelsen's right to payment on the

result obtained in a case.

23. From at least as early as 1985 and continuing through at least 1998, certain former senior Firm partners caused the Firm to retain Torkelsen on a contingent basis. That is, Torkelsen's right to be compensated depended on whether and the degree to which the Firm was successful in the litigation for which Torkelsen provided testimony or consultation. The Firm's contingent fee arrangement with Torkelsen applied to cases in which Torkelsen provided expert testimony for the Firm, as well as cases in which Torkelsen provided only non-testimonial consulting services.

24. In under-oath testimony and in declarations signed under penalty of perjury in support of fee applications in a number of cases, Torkelsen represented that he had been retained pursuant to a "non-contingent" payment arrangement with the Firm. In fact, as certain former senior partners of the Firm and Torkelsen well knew, these statements were false because Torkelsen had in fact been retained by the Firm on a contingent basis.

25. In order to ensure that Torkelsen's overall compensation was commensurate with the work he did on both winning and losing cases for the Firm, Torkelsen, with the knowledge and approval of certain former senior Firm partners, often submitted and caused to be submitted reimbursement applications to courts that were fraudulently inflated, in that

they included claims for hours worked that were never in fact worked, or that had been worked in other Class Actions. For example, between 1993 and 1996 Torkelsen submitted bills to the Firm reflecting write-offs or downward adjustments of more than \$4 million billed to various Class Actions, with corresponding upward adjustments of more than \$4 million billed to other Class Actions.

The Firm's Conduct In Response to The Investigation

26. The Firm acknowledges that, after it became aware of the existence of the USAO's criminal investigation into its secret payment arrangements with named plaintiffs and stockbrokers who provided named plaintiffs in Class Actions, it continued to be controlled by the Conspiring Former Partners whom the USAO had identified to the Firm as targets of its investigation and, while under their continuing control, it (a) failed to conduct an independent internal investigation into the allegations that it secretly paid plaintiffs and referring stockbrokers in Class Actions and (b) delayed taking adequate action to prevent such conduct from occurring in the future.

Lawsuits

| Defendant | Initial Case Caption | Initial Case Number | Filing Date | Consolidated Case Caption | Consolidated Case Number |
|---------------------------------|--|---|-------------|--|---------------------------------|
| Abbott Laboratories | Charles R. Gallman, Kathleen A. King Gallman, Steven Cooperman, and Darres A. McMahon v. Abbott Laboratories, Inc., et al. | California Superior Court, Alameda County Case No. 675878-1 | 02/01/91 | | |
| Abbott Laboratories | Steven Cooperman v. Abbott Laboratories, Inc., et al | California Superior Court, San Diego County, Case 632601 | 01/09/91 | | |
| AHI | Mel Kinder, Joseph and Carol DiLustro, and Joshua Chopp v. AHI Healthcare Systems, Inc. | USDC CDCA 95-8658 MRP | 12/20/95 | In re AHI Healthcare Systems, Inc. Securities Litigation | USDC CDCA 95-8658 MRP |
| Alexander's | A. Jacques Lou et al v. Alexander's Inc. et al | Delaware Chancery 8955/77 | 04/09/87 | | |
| Allergan | Steven G. Cooperman v. Allergan, Inc., et al. | California Superior Court, Orange County, 603737 | 09/27/89 | | |
| Allergan | Steven G. Cooperman v. Allergan, Inc., et al. | USDC CDCA 89-713 JGD | 09/27/89 | In re Allergan Inc. Securities Litigation | USDC CDCA 89-643-AHS |
| American Airlines | Steven G. Cooperman, et al. v. AMR Corp., et al. | Delaware 11149 | 10/06/89 | | |
| American Continental | Sarah B. Shields et al. v. Charles H. Keating, Jr. et al | California Superior Court, Orange County, Case 594802 | 06/22/89 | | |
| American Continental | Ronald Fischman and Robert C. Keller v. Lincoln Savings and Loan Association, et al. | USDC Arizona 90-567 RMB | 04/12/90 | In re American Continental Corporation/Lincoln Savings & Loan Securities Litigation | USDC Arizona MDL Docket No. 834 |
| American Continental | Ronald Fischman and Robert C. Keller v. Lincoln Savings and Loan | USDC CDCA 89-2448 MRP | 04/24/89 | Sarah B. Shields; Ronald Fischman; Wally Al-Aseer; Raymond Parks and Jik Ind, Money Purchase Plan and Trust v. Charles H. Keating, Jr., et al. | USDC CDCA 89-2052 SVW |
| Aquila Gas Pipeline Corporation | Eugenia Gladstone Vogel v. Harvey J. Padewer, et al. | Delaware Chancery 16775 NC | 11/13/98 | In re Aquila Gas Pipeline Corporation Shareholders Litigation | Delaware Chancery 16775 NC |
| Arcata | Mordecai Rosenfeld and Seymour Lazar v. Kohlberg, Kravis, Roberts & Co. et al | Massachusetts Superior CA-60315 | 03/17/83 | | |
| Arcata | Mordecai Rosenfeld, Seymour Lazar and Stanley Zuckerman v. Kohlberg, Kravis, Roberts & Co. et al | San Mateo Superior 257916 | 10/01/81 | | |

Lawsuits

| Defendant | Initial Case Caption | Initial Case Number | Filing Date | Consolidated Case Caption | Consolidated Case Number |
|----------------------------|---|---|------------------|--|--------------------------|
| Aristech | Ronald Fischman, Steven G. Cooperman and Michael Patitucci v. Aristech Chemical Corporation, et al. | Delaware Chancery Civil Action No. 10909 | early June 1989 | | |
| Armor All Products Corp. | Eugenia Gladstone Vogel v. William A. Armstrong, et al. | Delaware Chancery 16401 NC | 12/04/96 | | |
| Armstrong World Industries | Steven G. Cooperman v. Armstrong World Industries, Inc., et al. | Court of Common Pleas, Lancaster County, Pennsylvania 2839-1989 | 07/12/89 | | |
| Armstrong World Industries | Cooperman v. Armstrong World Industries, Inc., et al. | USDC EDPA 89-5122 MT | 07/12/89 | | |
| Array's | Seymour Lazar v. James D. Sadlier et al | USDC CDCA CV 84 8100 DWW | 10/19/84 | Seymour Lazar v. James D. Sadlier et al | USDC CDCA CV 84 8100 WJR |
| Ashland Oil | A. Jacques Lou v. William Belzberg et al | Los Angeles Superior Court CA 000972 | 04/09/86 | | |
| Ashland Oil | A. Jacques Lou v. William Belzberg et al | US Court of Appeals 9th Circuit 86-6057, 86-6144 | 08/20/87 | | |
| Ashland Oil | A. Jacques Lou v. William Belzberg et al | USDC CDCA CV 86 2465 DT | ukn. | A. Jacques Lou v. William Belzberg et al | USDC SDNY 86 5304 JSM |
| Ashland Oil | A. Jacques Lou v. William Belzberg et al | USDC SDNY 86-5304-JSM | 07/07/86 | | |
| Avon Products | Steven G. Cooperman v. Avon Products, Inc. | Supreme Court, New York County, N.Y. 89-9794 | 05/03/89 | | |
| Axsys Technologies, Inc. | Howard Vogel Retirement Plan v. Axsys Technologies, Inc. | Delaware Chancery 16799 NC | 11/23/98 | | |
| Bally Entertainment | Mel Kinder v. Barrie K. Brunet et al. | Delaware 14928 | early April 1996 | | |
| BankAmerica Corporation | Seymour Lazar et al v. Bankamerica Corporation | Los Angeles Superior Court CA BC146881 | 03/25/96 | | |
| BankAmerica Corporation | Janet Robbins and Seymour Lazar v. Bankamerica Corporation | San Francisco Superior 988043 | 07/10/97 | | |
| Barnes & Noble | Eugenia Gladstone Vogel v. Joel I. Klein, et al. | Delaware Chancery 042-N | 11/07/03 | In re BarnesandNoble.com. Inc. Shareholders Litigation | Delaware Chancery 042-N |
| Bell Atlantic | Seymour Lazar v. Thomas E. Bolger et al | Philadelphia Court of Common Pleas, April Term 1990, No. 2121 | 04/10/90 | In re Bell Atlantic Corporation Securities Litigation | USDC EDPA 91-0514 |
| Beverly Enterprises | Seymour Lazar v. Robert Van Tuyle et al | Los Angeles Superior Court CA 001117 | 07/05/88 | | |

Lawsuits

| Defendant | Initial Case Caption | Initial Case Number | Filing Date | Consolidated Case Caption | Consolidated Case Number |
|--|--|--|--------------------|--|--------------------------------------|
| Beverly Hills Savings & Loan Association | Seymour Lazar v. Touche Ross & Co. et al | Los Angeles Superior Court CA 000927 | 04/19/85 | | |
| Beverly Hills Savings & Loan Association | Mendel Berkowitz v. Touche Ross & Co. | USDC CDCA 85-2702 RMT | 04/23/85 | In re Beverly Hills Savings and Loan Association Securities Litigation | USDC CDCA CV 85-3167 RMT |
| Biogen | Seymour Lazar v. James L. Vincent et al | USDC Massachusetts CV 94-12177 PBS | 11/02/94 | In re Biogen Securities Litigation | USDC Massachusetts CV 94-12177 PBS |
| Bisys Group, Inc. | Howard Vogel v. The Bisys Group, Inc. | USDC SDNY 04-4048-LTS | 05/27/04 | | |
| Black and Decker | Steven Cooperman, et al. v. Black and Decker Corp., et al. | USDC SDNY 89-2177 MJL | 03/31/89 | | |
| Blockbuster | Howard Vogel v. Richard J. Bressler, et al. | Delaware Chancery 226-N | 02/10/04 | | |
| Burnham Pacific | Alyce Lou et al v. J. David Martin | San Diego Superior Court GIC 743017 | 02/07/00 | In re Burnham Pacific Properties Shareholder Litigation | San Diego Superior Court GIC743017 |
| Cabot Medical | Steven G. Cooperman v. Cabot Medical Corporation, et al. | Superior Court of New Jersey, Chancery Division - Mercer County #MER-C-000058-95 | 04/29/95 | | |
| Carson Pirie | Seymour Lazar et al v. Carson Pirie Scott & Co. et al | Cook County Illinois Circuit Court 89 CH 03070 | 04/13/89 | In re Carson Pirie Scott & Co. Litigation | Cook County Circuit Court 89 CH 2687 |
| Cetus | Steven G. Cooperman v. Ronald E. Cape et al. | USDC NDCA 90-2042 EFL | 07/20/90 | In re Cetus Corp. Securities Litigation | USDC NDCA C-90-2042 |
| Christie International | Chang Trust v. Christie International, et al. | USDC SDNY 00-788-LAK | 02/03/00 | In re: Auction Houses Antitrust Litigation | USDC SDNY 00-648-LAK |
| Cineplex Odeon | Steven Cooperman v. Garth H. Drabinsky et al. and Cineplex Odeon Corporation | USDC CDCA 89-2579 RSWL | 04/28/89 | In re Cineplex Shareholders Litigation | USDC CDCA 89-2461 WJR |
| CIT Group, Inc. | Howard Vogel v. CIT Group Inc., et al. | USDC SDNY 03-2471 JES | 04/10/03 | In re CIT Group, Inc. Securities Litigation | USDC SDNY 03-2471 JES |
| Columbia | Steven Cooperman et al. vi Thomas Spiegel, et al., and Columbus Savings and Loan Association | California Superior Court, Los Angeles CA001-177 | 06/16/89 | | |
| Columbia | Steven Cooperman et al. v. Thomas Spiegel et al. and Columbia Savings and Loan Association | USDC CDCA 89-6538 SVW | 11/09/89 | In re Consolidated Columbia Savings and Loan Actions | USDC SDNY 92-3175 MP |
| Community Psychiatric | Barry L. Bragger, Peter Gershon, and Steven Cooperman v. James W. Conte et al. | USDC CDCA 91-5258 RSWL | 09/30/91 | In re Community Psychiatric Centers Securities Litigation | USDC CDCA 91-533 AHS |

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| Community Psychiatric | Dollard McGann et al. v. Ernst & Young | USDC CDCA 93-3712 WMB | 06/24/93 | Dollard McGann et al. v. Ernst & Young | USDC CDCA 93-0814 AHS |
| Concord Holdings | Seymour Lazar v. Hambrecht & Quist | USDC NDCA CV 94 20579 RMW | 08/23/94 | In re Concord Holdings Securities Litigation | USDC NDCA CV 94 20579(A)-RMW |
| Copley | Seymour Lazar v. Copley Pharmaceutica, et al | USDC Massachusetts CV 95-10113-WGY | 01/19/95 | In re Copley Pharmaceutical, Inc Securities Litigation | USDC Massachusetts CV 94-11897-WGY |
| Del Webb | Steven G. Cooperman and Ronald Fischman, on Behalf of Themselves and Others Similarly Situated, and On Behalf of Del Webb Corporation v. Phillip J. Dion, et al., and Del Webb Corporation | USDC CDCA 89-3405 JGD | 06/05/89 | | |
| Education Alternatives, Inc. | Seymour Lazar, et al v. Education Alternatives, Inc. | USDC Minnesota CV 3 94 101 | 02/23/94 | | |
| Emhart | Steven Cooperman v. Emhart Corporation, et al. | USDC EDVA 89-0112 R | 02/24/89 | | |
| Epitope | Steven Cooperman v. Epitope, Inc, et al. | USDC Oregon 92-780 DA | June 1990 | Rayna Ragonetti et al. v. Epitope, Inc., et al. | USDC Oregon 92-759 RE |
| Fairfield Communities | Steven G. Cooperman v. Fairfield Communities, Inc. | USDC EDAS 90-464 | 06/29/90 | | |
| Fidelity Medical | Nancy Cooperman IRA and Peter Schotten v. Fidelity Medical, Inc., et al. | USDC NJ 92-1913 MTB | 05/09/92 | In re Fidelity Medical, Inc. Securities Litigation | USDC NJ 92-1908 MTB |
| First Executive | First Executive Corporation by Steven Cooperman and Rodney B. Shields v. Fred Carr, et al., and First Executive Corporation | California Superior Court, Los Angeles C741965 | 10/27/89 | | |
| First Executive | Larry M. Carroll and Steven G. Cooperman v. First Executive Corporation, et al. | USDC CDCA 90-0388 RJ | 01/25/90 | In Re: First Executive Corporation Securities Litigation | USDC CDCA 89-7135 WDK |
| Fox Entertainment Group, Inc. | The Howard Vogel retirement Plan v. Peter J. Powers, et al. | Delaware Chancery 984-N | 01/10/05 | In re Fox Entertainment Group, Inc. Shareholders Litigation | Delaware Chancery 1033-N |
| Future Healthcare | Howard Vogel v. Future Healthcare, Inc. | USDC SD Ohio 95-182-SSB | 03/13/95 | In re Future Healthcare Securities Litigation | USDC SD Ohio 95-180 |
| Gap | Seymour Lazar v. Gap Stores | USDC NDCA 76 1893 | 09/03/76 | In re Gap Stores Securities Litigation | USDC NDCA MDL 277 SW |
| Gaylord Container | Howard Vogel and Helen Dagron v. Marvin A. Pomerantz, et al. | Delaware Chancery 14722 | 12/04/95 | In re Gaylord Container Corporation Shareholders Litigation | Delaware Chancery 14616 |

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| Gaylord Container | Howard Vogel and Helen Dagron v. Marvin A. Pomerantz, et al. | Delaware Chancery Court, New Castle County 14722 | 12/04/95 | In re Gaylord Container Corporation Shareholders Litigation | Delaware Chancery Court, New Castle County 14616 |
| Genentech I | Seymour Lazar v. Robert A. Swanson, et al. | USDC NDCA C 88 4088 THE | 10/13/88 | In re Genentech Securities, Inc | USDC NDCA C 88 4038 DLJ |
| Genentech III | Robert Liebauer, Seymour Lazar and Hans Keim v Roche Holdings, Inc et al | New Castle County Delaware Chancery Court CA 14268 | 05/02/95 | In re Genentech Inc. Shareholders Litigation | New Castle County Delaware Chancery Court CA 14265 |
| General Electric | Seymour Lazar v. General Electric Company | USDC NDCA C 00 1821 MJJ | 05/05/00 | Churchill Village, L.L.C., et al v. General Electric Company | USDC NDCA C 99 5073 MHP |
| General Instrument | Edward Newman, Trustee for Stephanie Newman, Clifford Trust, Benjamin Katz, Phyllis Freeman, Frederick Rand, Steven Cooperman, Ruth Lindner, Jack Gross, Rita D'Arco, Ellen Klein and Lillian Skolnick v. General Instrument Corporation, et al | Delaware (case number unknown) | approx. 07/02/90 | | |
| General Instrument | Seymour Lazar, derivatively on behalf of General Instrument Corp. v. John Seely Brown | USDC EDPA 95 CV 8773f | 10/25/95 | In Re General Instrument Corp. Securities Litigation | USDC NDIL 95 C 6007 GMM |
| Georgia Gulf | Gary Goldberg, Steven G. Cooperman, Jack M. Gross, Max Ellenberg and Ira Neaman v. Georgia Gulf Corp., et al. | Delaware 11054 | 08/22/89 | | |
| Guaranty National Corp. | Eugenia Gladstone Vogel v. Guaranty National Corporation, et al. | Denver, CO District Court 86-2277 | 05/09/96 | | |
| Guaranty National Corp. | Eugenia Gladstone Vogel v. Guaranty National Corporation, et al. | NY Supreme Court, NY County 96-602632 | 05/17/96 | | |
| Guaranty National Corp. (Guaranty II) | Eugenia Gladstone Vogel v. Guaranty National Corporation, et al. | Denver, CO District Court 97-5754 | Sept. 1997 | | |
| Happiness Express | Steven G. Cooperman v. Happiness Express Inc. | USDC SDNY 95-7731 RWS | 09/07/95 | | |
| Health Management, Inc. | Howard Vogel, et al., v. BDO Seidman, LLP and health Management, Inc. | NY Supreme Court, NY County 603064 | 06/12/96 | | |
| Health Management, Inc. | Howard Vogel v. Clifford E. Hotta, et al. | USDC EDNY 96-1208 (TCP) | 03/15/96 | In re Health Management, Inc. Stockholders' Derivative Litigation | USDC EDNY 96-1208 (TCP) |
| Heart Technology | Mel Kinder v. Dr. David C. Auth, et al. | Delaware 14513 | 08/30/95 | | |
| Hertz I | Seymour Lazar v. The Hertz Corporation | San Diego Superior Court 461200 | 11/07/80 | | |

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|-------------------------|--|---|-------------|---|---|
| Homelink | Steven Cooperman v. Phyllis Reff, et al. | USDC SDFL 96-7206 Davis | 10/21/96 | | |
| Individual | Steven Cooperman and Scott Sklar v. Individual, Inc. | USDC Massachusetts 96-12272 DPW | 11/13/96 | | |
| Infinity Broadcasting | Eugenia Gladstone Vogel v. David T. McLaughlin | Delaware Chancery 18219 NC | 08/15/00 | In re Infinity Broadcasting Corporation Shareholders Litigation | Delaware Chancery 18219 NC |
| Intimate Brands, Inc. | Eugenia Gladstone Vogel v. F. Gordon Gee, et al. | Delaware Chancery 02-19382 NC | 02/05/02 | In re Intimate Brands, Inc. Shareholders Litigation | Delaware Chancery 02-19382 NC |
| Jan Bell | Steven G. Cooperman and Nancy Cooperman v. Jan Bell Marketing, Inc., et al. | USDC SDFL 90-6183 Gonzalez | 03/07/90 | In re; Jan Bell Marketing Securities Litigation | USDC SDFL 90-6183 Gonzalez |
| Jardine | Seymour Lazar v. Jardine Strategic Holdings, Limited | County of New York Supreme Court 87-26513 | 10/27/87 | Mortimer Schulman, et al v. Jardine Strategic Holdings Limited | County of New York Supreme Court 26513/87 |
| Jepson | Steven G. Cooperman, Frederick Rand, Barbara Gerber, Sonem Partners and Victoria A. Shaav v. The Jepson Corporation, et al. | Delaware 10987 | 07/28/89 | | |
| KVH Industries, Inc. | Howard Vogel v. KVH Industries, Inc., et al. | USDC RI 04-320-ML | 07/21/04 | Sekuk Global, et al. v. KVH Industries, Inc. et al. | USDC RI 04-306ML |
| LA Gear | Dr. Steven G. Cooperman v. Robert Y. Greenberg, et al. | USDC CDCA 90-2832 FW | 06/04/90 | In re L.A. Gear Securities Litigation | USDC CDCA 90-2832 KN |
| Life Technologies, Inc. | Eugenia Gladstone Vogel v. Life Technologies, Inc., et al. | Delaware Chancery 16519 NC | 07/07/98 | In re Life Technologies, Inc. Shareholders Litigation | Delaware Chancery 16513 |
| Lin Broadcasting | Steven Cooperman v. Lin Broadcasting Corporation, et al. | Delaware 10658 | 03/06/89 | In re Lin Broadcasting Corporation | Delaware 10596 |
| Lockheed | Seymour Lazar v. Daniel M. Tellep, et al | Los Angeles Superior Court CA001171 | 04/13/89 | Richard Rampell et al v. Daniel M. Tellep | Los Angeles Superior Court BC 111786 |
| Lotus | Steven G. Cooperman v. Lotus Development Corporation | USDC Delaware 95-346 | 06/09/95 | | |
| Lyphomed | Vivian Gordon, As Custodian for David Gordon, Northwest Investment Club, Sheldon Shore, Steven Cooperman, Maring Gagliano, Thomas Roever and Lauren Benn v. Lyphomen, Inc., et al. | Delaware Chancery Court #11040 | 08/23/89 | | |

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|--------------|--|--|-------------|--|--|
| MBNA | Dr. Steven Cooperman and Leslie U. Harris v. MBNA America, Inc., et al. | California Superior Court, Los Angeles BC 049848 | 03/03/92 | | |
| MBNA | Dr. Steven Cooperman and Leslie U. Harris v. MBNA America, Inc., et al. | USDC CDCA 92-2031 JSL | 04/02/92 | | |
| MCA, Inc. | Seymour Lazar et al v. MCA Inc. et al | Los Angeles Superior Court BC011305 | 09/26/90 | In Re MCA, Inc. Shareholders Litigation | New Castle County Delaware Chancery Court CA 11740 |
| MCA, Inc. | Seymour Lazar, et al. v. MCA Inc., et al | Delaware Chancery C.A. 11740 (MAH) | 09/26/90 | In Re MCA Inc. Shareholders Litigation | Delaware Chancery C.A. 11740 (MAH) |
| MCI | Seymour Lazar, et al. vs. MCI Communications Corporation, et al. | San Diego Superior 521353 | 05/16/84 | Seymour Lazar, et al. vs. MCI Communications Corporation | USDC SDCA 1435 N (M) |
| MCI | Seymour Lazar, et al. vs. MCI Communications Corporation, et al. | USDC SDCA 1435-B (M) | ukn. | In Re Long Distance Telecommunications Litigation | USDC EDMich. MDL-598 (ADT) |
| Medaphis | Melvyn Kinder v. Medaphis Corporation and Randolph G. Brown | USDC NDGA 95-1545 GET | 06/16/95 | In re: Medaphis Corporation Securities Litigation | USDC NDGA 95-2973 GET |
| Mellon I | Seymour Lazar v Dreyfus Corp. | County of New York Supreme Court 131068 | 12/09/93 | | |
| Mellon II | Kenneth Elan and Seymour Lazar v. Dwight L. Allison, Jr. et al | USDC EDPA 98-CV-2137 | 04/22/98 | | |
| Mercer Int'l | Eugenia G. Vogel, et al. v. Mercer International Inc., et al. | USDC CDCA 94-201-RT | 10/28/94 | | |
| Mercer Int'l | Eugenia G. Vogel and Wendy Y. Mitchell v. Mercer International, Inc., et al. | USDC CDCA 94-4229 WJR | 06/23/94 | Eugenia G. Vogel and Wendy Y. Mitchell v. Mercer International, Inc., et al. | USDC CDCA 94-201 RT |
| Mercer Int'l | Alfonso L. Sedita v. Mercer International, Inc., et al. | USDC WDWA 94-553-WLD | 04/13/94 | In re Mercer International Securities Litigation | USDC WDWA 94-553-WLD |
| Micro Focus | Seymour Lazar v. Micro Focus Group, et al. | USDC NDCA 00-20055 (SW) | 12/17/98 | In Re Micro Focus Securities Litigation | USDC NDCA01-1352-SBA |
| Micro Focus | Seymour Lazar v. Micro Focus Group, et al. | USDC NDCA 99-5320 (WHA) | ukn. | In Re Micro Focus Securities Litigation | USDC NDCA01-1352-SBA |
| Micro Focus | Seymour Lazar v Micro Focus Group, PLC, et al. | USDC SDNY 98-8591 (LAP) | 12/03/98 | In Re Micro Focus Securities Litigation | USDC SDNY 98-8591 (LAP) |
| Multimedia | Steven G. Cooperman v. Multimedia, Inc., et al. | Philadelphia County Court of Common Pleas, C. A. No. 95-CP-23-1708 | 06/15/95 | | |
| Multimedia | Jean Zaffos and Steven G. Cooperman v. Multimedia, Inc., et al. | USDC SDNY 95-9159 KMW (later changed to 95-9159 SHS) | 10/25/95 | | |

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|---------------------------|---|--|------------------|--|-------------------------------|
| NASDAQ | Lawrence A. Abel, James J. Robbins, Seymour Lazar and Steven Cooperman v. Merrill Lynch & Co., et al. | California Superior Court, San Diego County, Case No. 677313 | 05/27/94 | | |
| Neff Corp | Howard Vogel v. Neff Corp., et al. | Delaware Chancery 17826 NC | 02/29/00 | | |
| Neff Corp | Howard Vogel v. Jorge Mas | Delaware Chancery 18589 | 01/03/01 | | |
| New Image | Seymour Lazar, et al. vs. Robert H. Gurevitch, et al. | USDC CDCA 90-6345-ER (GHRx); (Bx); (GHKx); (VVB) | 11/27/90 | | |
| Newhall Land and Farm | Steven Cooperman, Ronald Fischman and Lourdes Ramann v. Thomas L. Lee, et al., and The Newhall Land and Farming Company | California Superior Court, Los Angeles, CA001093 | 04/19/88 | Case for which SC was paid | |
| Newhall Land and Farm | Steven Cooperman, Ronald Fischman and Lourdes Ramann v. Thomas L. Lee, et al. | USDC CDCA 88-3157 FW | 06/02/88 | | |
| NRG Energy | Howard Vogel v. NRG Enerby, Inc., et al. | Delaware Chancery 19411 NC | 02/15/02 | In re: NRG Energy, Inc. Shareholders Litigation | Delaware Chancery 19411 NC |
| One Bancorp | Steven Cooperman v. The One Bancorp, et al. | USDC Maine 89-0315 GC | 12/28/89 | In re The One Bancorp Securities Litigation | USDC Maine 89-0315 |
| Orion | Steven G. Cooperman v. Orion Pictures Corporation, et al. | Delaware Chancery court #11956 | approx. 01/10/91 | | |
| Orion | Chuck Kowall v. Orion Pictures Corporation, et al. | USDC EDNY #91-1903 CBA | 05/28/91 | In re Orion Pictures Corp. Securities Litigation | USDC EDNY 91-1903 |
| Oxford Health Plans, Inc. | Howard Vogel Retirement Plan v. Oxford Health Plans, Inc., et al. | USDC CT 97-2325, transferred to USDC SDNY MDL No. 1222 (CLB) | 10/31/97 | In re Oxford Health Plans, Inc., Securities Litigation | USDC SDNY MDL-1222 |
| Pathcom, Inc. | Seymour Lazar vs. Joseph Spivack, et al. | USDC CDCA 77-2493 (DWW) | 07/07/77 | | |
| Pet, Inc. | In re Pet Incorporated Shareholders Litigation | Delaware Chancery Court #13984 | 03/02/95 | | |
| Prime Motor Inns | Steven G. Cooperman v. David A. Simon, et al. | USDC NJ 90-99 RJH | 01/12/90 | In re Prime Motor Inns Shareholders Litigation | USDC New Jersey 90-CV -87 DRD |
| Quanta Services, Inc. | Eugenia Gladstone Vogel v. Vincent D. Foster, et al. | Delaware Chancery 01-19324 | 12/21/01 | | |
| Recognition Equipment | Steven Cooperman v. Recognition Equipment, Inc., et al. | Delaware 10555 | 01/19/89 | | |
| Samuel Goldwyn | Mel Kinder v. Samuel Goldwyn, Jr., et al. | Delaware 14751 | 12/27/95 | | |

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|---|---|---|------------------|---|---|
| Santa Fe Pacific Pipeline Partners | Eugenia Gladstone Vogel v. Santa Fe Pacific Pipeline Partners, L.P., et al. | Orange County Superior Court, CA 785816 | 10/23/97 | | |
| SCI | Steven Cooperman, on behalf of himself and derivatively on behalf of SCI Television, vs Ronald O. Perelman, et al. and SCI Television, Inc. | California Superior Court, Los Angeles, # BC100359 | 03/10/94 | | |
| Sequent Computers | Steven G. Cooperman v. Karl C. Powell, Jr. et al. | USDC Oregon 91-37 FR | 01/11/91 | | |
| Shawmut | Gary Steiner, Kenneth Steiner and Leonard Shapiro v. Shawmut National Corporation, et al. | USDC Connecticut 90-253 AHN | 03/23/90 | | |
| Shawmut | Sarah B. Shields, Lepow Equities, Inc., and Steven G. Cooperman v. Shawmut National Corp., et al. | USDC Massachusetts 90-10659 S | 03/15/90 | | |
| Smithkline Beckman | Steven G. Cooperman v. Smithkline Beckmann Corporation, et al. | Philadelphia County Court of Common Pleas Master File #2303 | 04/05/89 | | |
| Software Toolworks | Steven G. Cooperman v. Leslie Crane, et al. | USDC CDCA 90-3310 RJK | 06/26/90 | | |
| Software Toolworks | Steven G. Cooperman v. The Software Toolworks Inc., et al. | USDC NDCA 90-2920 SAW | 10/12/90 | In re Software Toolworks Inc. Securities Litigation | USDC NDCA C-90-2906 FMS |
| Standard Oil | Ted Trief, et al. vs. The Standard Oil Company et al. | Ct. of Common Pleas, Cuyahoga County, OH 127045 (TOM) | approx. 04/09/87 | In Re The Standard Oil Company / British Petroleum Litigation | Ct. of Common Pleas, Cuyahoga County, OH 126760 (TJP) |
| Stratosphere | Victor M. Opitz, et al., v. Robert E. Stupak, et al. | District Court, Clark County, NV Case No. A363019 | 08/16/96 | | |
| Student Loan Corp. | Howard Vogel IRA v. The Student Loan Corp., et al. | Delaware Chancery 17493 NC | 10/22/99 | In re The Student Loan Corp. Shareholders Litigation | Delaware Chancery 17491 NC |
| Student Loan Corp. II (derivative action) | Kenneth Steiner, Crandon Capital, Howard Vogel, IRA, and Rick DeGeorge v. Citigroup, Inc. | Delaware Chancery 17810 NC | 02/25/00 | In re The Student Loan Derivative Litigation | Delaware Chancery 17799 NC |
| Sun Microsystems | Steven Cooperman and Montague Lane on behalf of themselves and derivatively on behalf of Sun Microsystems, Inc., v. Carol Bariz, et al. | California Superior Court, Santa Clara County, No. 731248 | 05/10/93 | | |

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| Sun Microsystems | Steven Cooperman and Montague Lane vs Carol Bartz, et al. and Sun Microsystems, Inc. | USDC NDCA 93-20292 RMW (later changed to 93-20292 EAI) | 04/26/93 | In re Sun Microsystems, Inc. Securities Litigation | |
| Swiss Army Brands | Eugenia G. Vogel v. Swiss Army Brands, Inc., et al. | Delaware Chancery 19698 NC | 06/12/02 | In re: Swiss Army Brands, Inc. Shareholders Litigation | Delaware Chancery 19698 NC |
| Symantec | Steven Cooperman and Eric D. Freed v. Gordon Eubanks, et al. | California Superior Court, Santa Clara County, No. CV756665 | 03/18/96 | | |
| TD Waterhouse | Eugenia Gladstone Vogel v. Richard J. Rzasa, et al. | Delaware Chancery 19171 NC | 10/11/01 | In re TD Waterhouse Group, Inc. Shareholders Litigation | Delaware Chancery 19166 NC |
| The Learning Co. | Seymour Lazar against The Learning Company, et al. | Delaware Chancery 16860NC | 12/21/98 | | |
| Travelers Insurance | Stanley Ferber and Steven G. Cooperman v. The Travelers Corporation, et al. | USDC Connecticut 90-842 PCD | 10/09/90 | In re Travelers Corporation Securities Litigation | USDC Connecticut H-90-842 PCD |
| Travelers Property Casualty (Travelers / Citigroup II) | Howard Vogel v. Travelers Property Casualty Corp., et al. | Delaware Chancery 17902 NC | 03/21/00 | In re Travelers Property Casualty Corp. Shareholders Litigation | Delaware Chancery 17902 NC |
| TW Services | Seymour Lazar against TW Services, Inc., et al. | Delaware Chancery 10343 | 10/11/88 | In re TW Services, Inc. Shareholders Litigation | Delaware Chancery 10298 (Allen) |
| TWA | Seymour Lazar against Carl C. Icahn, et al. | Delaware Chancery 87 Ch. 8851 (RO) | Amended Complaint 12/16/87 | | |
| TWA II | Adele Charal, et al. v. Trans World Airlines, Inc., et al. | Delaware Chancery 9844 | approx. 05/05/88 | In Re Trans World Airlines, Inc. Shareholders Litigation | Delaware Chancery 9844 (Allen) |
| United Airlines | Steven G. Cooperman and Naomi Masri. v. UAL Corporation, et al. | Delaware Chancery C1 Case No. 11020 | 08/09/89 | | |
| Unity Buying | Seymour Lazar, et al. vs. Unity Buying Service Co., Inc. and DOES I through X, Inclusive | San Diego Superior 511287 (AWJ); (SER); (JRM); and (REM) | 10/26/83 | | |
| Urcarco | Steven G. Cooperman v. Urcarco, Inc., et al. | USDC NDTX 90-2047 G | 07/26/90 | In re: Urcarco Securities Litigation | USDC NDTX CA3-90-1737 P |
| Urcarco | Steven G. Cooperman v. Urcarco, Inc., et al. | USDC NDTX 90-551 E | 07/26/90 | In re: Urcarco Securities Litigation | USDC NDTX CA3-90-1737 P |
| US Oncology | Howard Vogel v. Lloyd K. Everson, et al. | Delaware Chancery 324-N | 03/22/04 | In re US Oncology, Inc. Shareholders Litigation | Delaware Chancery 324-N |
| Valero Energy | Howard J. Vogel v. Valero Energy Corporation, et al. | Texas District Court, Bexar, TX 91-CI-12179 | 08/23/91 | none | |
| Valero Natural Gas Partners (Valero II) | Howard J. Vogel v. Edward C. Benninger, et al. | Delaware Chancery 13194 | 05/15/94 | In re Valero Natural Gas Partners, L.P. Litigation | Delaware Chancery 13194 |

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| Defendant | Initial Case Caption | Initial Case Number | Filing Date | Consolidated Case Caption | Consolidated Case Number |
|------------------------|---|-------------------------------------|-------------|--|---|
| Valley National | Steven Cooperman v. Valley National Corporation, et al. | USDC Arizona 89-1733 EHC | 10/20/89 | David Hoexter v. James P. Simmons | USDC Arizona 89-1069 RCB, 89-1732 RCB, 89-1733 RCB (Consolidated) |
| Vastar Resources, Inc. | Eugenia Gladstone Vogel v. Jimmie D. Callison, et al. | Delaware Chancery 17890 NC | 03/17/00 | In re Vastar Resources, Inc. Shareholders Litigation | Delaware Chancery 17888 NC |
| Vernitron | Seymour Lazar v. Vernitron Corporation, et al. | Delaware Chancery 12187 | 07/11/91 | In re Vernitron Corporation Shareholders Litigation | Delaware Chancery 12181 (CB) |
| W.R. Grace & Co. | Seymour Lazar against W. R. Grace & Co., et al. | USDC SDFL 95-8633 ZLOCH | 10/19/95 | Morris Gladstein, et al. vs. W. R. Grace & Co., et al. | USDC SDFL 95-8632 ZLOCH |
| W.R. Grace & Co. | Bruce G. Murphy, et al. against W. R. Grace & Co. | USDC SDNY 95 Civ. 9003 (JFK) | 10/20/95 | In re W. R. Grace & Co. Securities Litigation | USDC SDNY 95-9003 (JFK) |
| Western National Corp. | Howard Vogel v. Michael J. Poulos, et al. | Delaware Chancery 15930 NC | 09/12/97 | In re Western National Corporation Shareholders Litigation | Delaware Chancery 15927 NC |
| Xerox | Helene Giaraputo vs. Xerox Corporation | USDC CT 3:99CV2374 AWT | 12/09/99 | In Re Xerox Corporation Securities Litigation | USDC CT 3:99CV2374 AWT |
| Zenith | A. Jacques Lou vs. Stanley R. Zax, et al. and Zenith National | California Superior Court, BC015017 | 11/14/90 | | |
| Zenith Electronics | Seymour Lazar v. Hun Jo Lee, et al. and Zenith Electronics Corporation | Delaware Chancery C.A. 15705 | 05/22/97 | | |
| Zenith National | A. Jacques Lou vs. Stanley R. Zax, et al. and Zenith National | LA Sup. BC 015017 JHL | 11/14/90 | | |
| ZZZZ Best | A. Jacques Lou, Seymour Lazar and Robert Margolin vs. Bruce T. Andersen | USDC CDCA 87-06151 AAH | 09/16/87 | In Re ZZZZ Best Securities Litigation | USDC CDCA 87-3574 RSWL |

EXHIBIT A

(PART 2 OF 2)

EXHIBIT B TO MILBERG LLP CASE DISPOSITION AGREEMENT

EXHIBIT B

STATUTE OF LIMITATIONS TOLLING AGREEMENT
BETWEEN MILBERG LLP AND
THE UNITED STATES ATTORNEY'S OFFICE
FOR THE CENTRAL DISTRICT OF CALIFORNIA

1. This Statute of Limitations Tolling Agreement ("Tolling Agreement") is entered into between the law firm of Milberg LLP and the United States Attorney's Office for the Central District of California (the "USAO" or the "government"). This Tolling Agreement is entered into in connection with, and shall be effective as of the effective date of, the Case Disposition Agreement between Milberg LLP and the USAO in United States v. Milberg LLP, et al., CR 05-587(D)-JFW ("U.S. v. Milberg LLP"). Capitalized terms herein shall have the same meaning as ascribed to such terms in the Case Disposition Agreement.

2. Having been fully advised by its counsel, Milberg LLP knowingly, voluntarily, and intelligently agrees that, for any of the offenses described in paragraph 3 below, the period beginning on May 18, 2006 and continuing to March 31, 2013, shall be tolled and excluded from any calculation of time for purposes of:

(a) applying any federal statute of limitations; (b) any constitutional, statutory, or common law defense, claim, or argument relating to pre-indictment delay; and (c) any constitutional, statutory, or common law defense, claim, or argument relating to post-indictment delay, including any such

claim under 18 U.S.C. § 3161 or Federal Rule of Criminal Procedure 48(b).

3. This Tolling Agreement applies to any offense arising from, relating to, or based upon any of the following conduct occurring prior to May 18, 2006:

(a) any of the conduct charged in the second superseding indictment filed in U.S. v. Milberg LLP;

(b) any conduct described in Exhibit A to the Case

///

///

///

Disposition Agreement.

READ AND AGREED TO:

UNITED STATES ATTORNEY'S OFFICE
FOR THE CENTRAL DISTRICT OF CALIFORNIA:

RICHARD E. ROBINSON
Assistant United States Attorney
Major Frauds Section

Date

MILBERG LLP:

Partner
Milberg LLP

Date

CERTIFICATIONS

I, _____, am a partner of the law firm Milberg LLP, formerly known as "Milberg Weiss LLP," "Milberg Weiss Bershad LLP," "Milberg Weiss Bershad & Schulman LLP," "Milberg Weiss Bershad Hynes & Lerach LLP," and "Milberg Weiss Bershad Specthrie & Lerach" ("Milberg LLP"), and am duly authorized to enter into this Tolling Agreement on behalf of Milberg LLP. This Tolling Agreement is entered into in connection with the Case Disposition Agreement between Milberg LLP and the USAO in United States v. Milberg LLP, et al., CR 05-587(E)-JFW ("U.S. v. Milberg LLP"). I understand the terms of this Tolling Agreement and the Case Disposition Agreement, and I voluntarily, knowingly, and willfully agree, on behalf of Milberg

LLP, to all of those terms without force, threat, or coercion.
Milberg LLP and I are satisfied with the representation of
Milberg LLP by its counsel, Zuckerman Spaeder LLP and Mayer Brown
LLP.

Date
Partner, Milberg LLP

I, William W. Taylor, a member of the law firm of Zuckerman
Spaeder LLP, am counsel of record in U.S. v. Milberg LLP for
defendant Milberg LLP. I believe that _____ is a
partner of Milberg LLP who is duly authorized to enter into this
Tolling Agreement on behalf of Milberg LLP. To the best of my
knowledge and belief, Milberg LLP's decision to enter into this
Tolling Agreement is an informed and voluntary one.

Date
WILLIAM W. TAYLOR, III
Zuckerman Spaeder LLP
Counsel for Milberg LLP

I, Bryan Daly, a member of the law Mayer Brown LLP, am
counsel of record in U.S. v. Milberg LLP for defendant Milberg
LLP. I believe that _____ is a partner of
Milberg LLP who is duly authorized to enter into this Tolling
Agreement on behalf of Milberg LLP. To the best of my knowledge

and belief, Milberg LLP's decision to enter into this Tolling Agreement is an informed and voluntary one.

BRYAN DALY
Mayer Brown LLP
Counsel for Milberg LLP

Date

EXHIBIT C TO MILBERG LLP CASE DISPOSITION AGREEMENT

EXHIBIT C

Waiver of Indictment

Cr. Form No. 18

United States District Court

FOR THE

CENTRAL DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA,

Plaintiff,

v.

MILBERG LLP,

Defendant.

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No. CR _____

MILBERG LLP, the above named defendant, being advised of the nature of the charges that may be brought against it in the event of its breach of the Case Disposition Agreement entered into in United States v. Milberg LLP, et al., CR 05-587(D)-JFW, and of its rights, hereby waives prosecution by indictment for any charges brought pursuant to paragraphs 26 through 28 of the Case Disposition Agreement and consents that any such charges may be brought by information instead of by indictment.

DATE: _____

MILBERG LLP

By:

Its: Partner

DATE: _____

Name:

WITNESS

DATE: _____

Counsel for Defendant
MILBERG LLP

Waiver of Indictment

Cr. Form No. 18

United States District Court

FOR THE

CENTRAL DISTRICT OF CALIFORNIA

UNITED STATES OF AMERICA,)
)
Plaintiff,) No. CR _____
)
v.)
)
MILBERG LLP,)
)
Defendant.)
)
)
)

MILBERG LLP, the above named defendant, being advised of the nature of the charges that may be brought against it in the event of its breach of the Case Disposition Agreement entered into in United States v. Milberg LLP, et al., CR 05-587(D)-JFW, and of its rights, hereby waives prosecution by indictment for any charges brought pursuant to paragraphs 26 through 28 of the Case Disposition Agreement and consents that any such charges may be brought by information instead of by indictment.

DATE: 6/16/08

Milberg LLP
MILBERG LLP
By: SANRADO P. DUMAIN
Its: Partner

DATE: 6/16/08

Matthew Gluck
Name: MATTHEW GLUCK
WITNESS

DATE: 6/16/08

Pagan Daly
Counsel for Defendant
MILBERG LLP

EXHIBIT D TO MILBERG LLP CASE DISPOSITION AGREEMENT

EXHIBIT D

1 THOMAS P. O'BRIEN
United States Attorney
2 LEON W. WEIDMAN
Chief, Civil Division
3 RICHARD E. ROBINSON (Cal. Bar #090840)
Assistant United States Attorney
4 1100 United States Courthouse
312 North Spring Street
5 Los Angeles, California 90012
Telephone: (213) 894-0713
6 Facsimile: (213) 894-6269
E-mail: Richard.Robinson@usdoj.gov
7 Attorney for Plaintiff
UNITED STATES OF AMERICA
8
9

10 UNITED STATES DISTRICT COURT
11 FOR THE CENTRAL DISTRICT OF CALIFORNIA
12

13 UNITED STATES OF AMERICA,) CASE NO. CV _____
14)
Plaintiff,) STIPULATION FOR ENTRY OF
15) CONSENT JUDGMENT
v.)
16)
MILBERG LLP,)
17)
Defendant.)
18)

19 The parties to this Stipulation for Entry of Consent Judgment
20 ("this Stipulation") are plaintiff the United States of America and
21 defendant Milberg LLP, appearing individually and through its
22 counsel in this action.

23 The parties hereby stipulate as follows:

24 1. The Court has subject matter jurisdiction over this action
25 pursuant to 28 U.S.C. § 1345.

26 2. Defendant Milberg LLP acknowledges and accepts service of
27 the Complaint in this action.

28 3. The Court has personal jurisdiction over defendant Milberg

1 LLP in this action.

2 4. Venue is proper in this District pursuant to 28 U.S.C.
3 § 1391(b) because defendant Milberg LLP has an office and transacts
4 business in this District.

5 5. Milberg LLP and the United States entered into an
6 agreement effective July 1, 2008 entitled "Case Disposition
7 Agreement for Defendant Milberg LLP" (the "CDA"), filed in the
8 United States Court for the Central District of California in
9 United States v. Milberg LLP, et al., case no. CR 05-587(D)-JFW.

10 6. Milberg LLP is required to: (a) make certain installment
11 payments to the United States Treasury and the United States Postal
12 Inspection Service Consumer Fraud Fund, pursuant to paragraphs 13
13 and 14 of the CDA; (b) pay applicable interest as part of each of
14 the foregoing installment payments, pursuant to paragraph 15 of the
15 CDA; and (c) satisfy Milberg LLP's installment payment obligations
16 on an accelerated basis in the event that Milberg LLP's "Gross
17 Revenues" exceed certain thresholds, pursuant to paragraphs 16 and
18 17 of the CDA. (The foregoing are hereinafter referred to
19 individually and collectively as the "payment obligations").

20 7. The United States is authorized and entitled to file this
21 Stipulation for Entry of Consent Judgment, as well as a Complaint
22 and Consent Judgment based thereon substantially in the form
23 attached hereto, if and only if (a) Milberg LLP defaults on any
24 payment obligations; or (b) there has been a final determination of
25 breach of the CDA pursuant to paragraphs 26 through 28 of the CDA.
26 The United States is further authorized and entitled to insert in
27 the Complaint and Consent Judgment as the amount then due and owing
28

1 from Milberg LLP to the United States a dollar amount that is the
2 sum of all of the amounts not yet paid under paragraphs 13 through
3 15 of the CDA.

4 8. If and when the full amount of the Consent Judgment has
5 been paid, the United States shall prepare and file a Satisfaction
6 of Judgment with the Clerk of the Court and, if any lien has been
7 recorded, shall provide Defendant with a Release of Lien Under
8 Abstract of Judgment, which may be recorded with the applicable
9 County Recorder's Office.

10 9. Both the United States and defendant Milberg LLP's counsel
11 have participated in the drafting and preparation of this
12 Stipulation. Therefore no provision of this Stipulation shall be
13 construed against either party.

14 10. This Stipulation represents the full and complete
15 agreement by and between the parties regarding the subject matter
16 of this Stipulation. This Stipulation shall not be modified or
17 amended except in a writing signed by the person or entity against

18 ///

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1 whom enforcement is sought.

2 THE UNITED STATES OF AMERICA

3 THOMAS P. O'BRIEN
4 United States Attorney
5 LEON W. WEIDMAN
6 Chief, Civil Division

7 RICHARD E. ROBINSON
8 Assistant United States Attorney
9 Attorneys for Plaintiff
10 UNITED STATES OF AMERICA

Dated

11 MILBERG LLP

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Partner
Milberg LLP

Date

BRYAN DALY
Mayer Brown LLP
Counsel for Milberg LLP

Date

WILLIAM W. TAYLOR, III
Zuckerman Spaeder LLP
Counsel for Milberg LLP

Date

CERTIFICATIONS

I, _____, am a partner of the law firm Milberg
LLP, formerly known as "Milberg Weiss LLP," "Milberg Weiss & Bershad
LLP," "Milberg Weiss Bershad & Schulman LLP," "Milberg Weiss Bershad
Hynes & Lerach LLP," and "Milberg Weiss Bershad Specthrie & Lerach"
("Milberg LLP"), and am duly authorized, in accordance with all
requirements of the Milberg LLP partnership agreement, to enter into
this Stipulation for Entry of Consent Judgment on behalf of Milberg
LLP (the "Stipulation"). I understand the terms of this

Disposition Agreement.

READ AND AGREED TO:

UNITED STATES ATTORNEY'S OFFICE
FOR THE CENTRAL DISTRICT OF CALIFORNIA:

RICHARD E. ROBINSON
Assistant United States Attorney
Major Frauds Section

Date

MILBERG LLP:

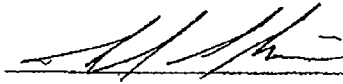
Partner
Milberg LLP

6/14/08
Date

CERTIFICATIONS

I, SANFORD P. DWAN, am a partner of the law firm Milberg LLP, formerly known as "Milberg Weiss LLP," "Milberg Weiss Bershad LLP," "Milberg Weiss Bershad & Schulman LLP," "Milberg Weiss Bershad Hynes & Lerach LLP," and "Milberg Weiss Bershad Specthrie & Lerach" ("Milberg LLP"), and am duly authorized to enter into this Tolling Agreement on behalf of Milberg LLP. This Tolling Agreement is entered into in connection with the Case Disposition Agreement between Milberg LLP and the USAO in United States v. Milberg LLP, et al., CR 05-587(E)-JFW ("U.S. v. Milberg LLP"). I understand the terms of this Tolling Agreement and the Case Disposition Agreement, and I voluntarily, knowingly, and willfully agree, on behalf of Milberg

LLP, to all of those terms without force, threat, or coercion.
Milberg LLP and I are satisfied with the representation of
Milberg LLP by its counsel, Zuckerman Spaeder LLP and Mayer Brown
LLP.



Partner, Milberg LLP

6/16/08

Date

I, William W. Taylor, a member of the law firm of Zuckerman
Spaeder LLP, am counsel of record in U.S. v. Milberg LLP for
defendant Milberg LLP. I believe that _____ is a
partner of Milberg LLP who is duly authorized to enter into this
Tolling Agreement on behalf of Milberg LLP. To the best of my
knowledge and belief, Milberg LLP's decision to enter into this
Tolling Agreement is an informed and voluntary one.

WILLIAM W. TAYLOR, III
Zuckerman Spaeder LLP
Counsel for Milberg LLP

Date

I, Bryan Daly, a member of the law Mayer Brown LLP, am
counsel of record in U.S. v. Milberg LLP for defendant Milberg
LLP. I believe that Sarkis Dumanis is a partner of
Milberg LLP who is duly authorized to enter into this Tolling
Agreement on behalf of Milberg LLP. To the best of my knowledge

Disposition Agreement.

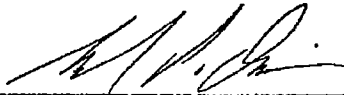
READ AND AGREED TO:

UNITED STATES ATTORNEY'S OFFICE
FOR THE CENTRAL DISTRICT OF CALIFORNIA:

RICHARD E. ROBINSON
Assistant United States Attorney
Major Frauds Section

Date

MILBERG LLP:



6/14/08
Date

Partner
Milberg LLP

CERTIFICATIONS

I, SANFORD P. DUMAN, am a partner of the law firm Milberg LLP, formerly known as "Milberg Weiss LLP," "Milberg Weiss Bershad LLP," "Milberg Weiss Bershad & Schulman LLP," "Milberg Weiss Bershad Hynes & Lerach LLP," and "Milberg Weiss Bershad Specthrie & Lerach" ("Milberg LLP"), and am duly authorized to enter into this Tolling Agreement on behalf of Milberg LLP. This Tolling Agreement is entered into in connection with the Case Disposition Agreement between Milberg LLP and the USAO in United States v. Milberg LLP, et al., CR 05-587(E)-JFW ("U.S. v. Milberg LLP"). I understand the terms of this Tolling Agreement and the Case Disposition Agreement, and I voluntarily, knowingly, and willfully agree, on behalf of Milberg

1 whom enforcement is sought.

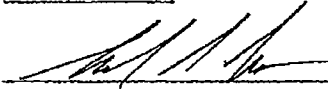
2 THE UNITED STATES OF AMERICA

3 THOMAS P. O'BRIEN
4 United States Attorney
5 LEON W. WEIDMAN
6 Chief, Civil Division

7 RICHARD E. ROBINSON
8 Assistant United States Attorney
9 Attorneys for Plaintiff
10 UNITED STATES OF AMERICA

Dated _____

11 MILBERG LLP

12 

6/16/08

Date

13 Partner
14 Milberg LLP

15 

6/16/08

Date

16 BRYAN DALY
17 Mayer Brown LLP
18 Counsel for Milberg LLP

19 WILLIAM W. TAYLOR, III
20 Zuckerman Spaeder LLP
21 Counsel for Milberg LLP

Date

22 CERTIFICATIONS

23 I, Samuel P. Dumais, am a partner of the law firm Milberg
24 LLP, formerly known as "Milberg Weiss LLP," "Milberg Weiss & Bershad
25 LLP," "Milberg Weiss Bershad & Schulman LLP," "Milberg Weiss Bershad
26 Hynes & Lerach LLP," and "Milberg Weiss Bershad Specthrie & Lerach"
27 ("Milberg LLP"), and am duly authorized, in accordance with all
28 requirements of the Milberg LLP partnership agreement, to enter into
this Stipulation for Entry of Consent Judgment on behalf of Milberg
LLP (the "Stipulation"). I understand the terms of this

1 whom enforcement is sought.

2 THE UNITED STATES OF AMERICA

3 THOMAS P. O'BRIEN
4 United States Attorney
5 LEON W. WEIDMAN
6 Chief, Civil Division

7 RICHARD E. ROBINSON
8 Assistant United States Attorney
9 Attorneys for Plaintiff
10 UNITED STATES OF AMERICA

Dated _____

11 MILBERG LLP

12 Partner
13 Milberg LLP

Date _____

14 BRYAN DALY
15 Mayer Brown LLP
16 Counsel for Milberg LLP

Date _____

17 William W. Taylor, III
18 WILLIAM W. TAYLOR, III
19 Zuckerman Spaeder LLP
20 Counsel for Milberg LLP

6/18/08
Date _____

21 CERTIFICATIONS


22 I, _____, am a partner of the law firm Milberg
23 LLP, formerly known as "Milberg Weiss LLP," "Milberg Weiss & Bershad
24 LLP," "Milberg Weiss Bershad & Schulman LLP," "Milberg Weiss Bershad
25 Hynes & Lerach LLP," and "Milberg Weiss Bershad Specthrie & Lerach"
26 ("Milberg LLP"), and am duly authorized, in accordance with all
27 requirements of the Milberg LLP partnership agreement, to enter into
28 this Stipulation for Entry of Consent Judgment on behalf of Milberg
LLP (the "Stipulation"). I understand the terms of this

1 Stipulation, and I voluntarily, knowingly, and willfully agree, on
2 behalf of Milberg LLP, to all of those terms without force, threat,
3 or coercion. No promises, representations, or inducements, other
4 than those set forth in this Stipulation, have been made to Milberg
5 LLP or me to cause me to enter into this Stipulation on behalf of
6 the law firm. Milberg LLP's counsel, Zuckerman Spaeder LLP and
7 Mayer Brown LLP, have advised Milberg LLP concerning this
8 Stipulation, including the rights and defenses that Milberg LLP will
9 be giving up by entering into the Stipulation. Milberg LLP and I
10 are satisfied with the counsel that Zuckerman Spaeder LLP and Mayer
11 Brown LLP have provided to Milberg LLP in this matter.

12
13 
14 Partner,
15 Defendant Milberg LLP

6/16/08
Date

16 I, Bryan Daly, a member of the law firm Mayer Brown LLP, am
17 counsel for defendant Milberg LLP. I believe that
18 Edward P. Durkin is a partner of Milberg LLP who is duly
19 authorized to enter into this Stipulation for Entry of Consent
20 Judgment on behalf of Milberg LLP (the "Stipulation"). To the best
21 of my knowledge and belief, Milberg LLP's decision to enter into
22 this Stipulation is an informed and voluntary one.

23 
24 BRYAN DALY
25 Mayer Brown LLP
26 Counsel for Milberg LLP

6/16/08
Date

27 I, William W. Taylor, a member of the law firm of Zuckerman
28

1 Spaeder LLP, am counsel for defendant Milberg LLP. I believe that
2 Sanford P. Duman is a partner of Milberg LLP who is duly
3 authorized to enter into this Stipulation for Entry of Consent
4 Judgment on behalf of Milberg LLP (the "Stipulation"). To the best
5 of my knowledge and belief, Milberg LLP's decision to enter into
6 this Stipulation is an informed and voluntary one.

7
8 William W. Taylor, III
9 WILLIAM W. TAYLOR, III
10 Zuckerman Spaeder LLP
11 Counsel for Milberg LLP
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6/18/08
Date

EXHIBIT E TO MILBERG LLP CASE DISPOSITION AGREEMENT

~~EXHIBIT E~~

1 THOMAS P. O'BRIEN
United States Attorney
2 LEON W. WEIDMAN
Chief, Civil Division
3 RICHARD E. ROBINSON (Cal. Bar #090840)
Assistant United States Attorney
4 1100 United States Courthouse
312 North Spring Street
5 Los Angeles, California 90012
Telephone: (213) 894-0713
6 Facsimile: (213) 894-6269
E-mail: Richard.Robinson@usdoj.gov
7 Attorneys for Plaintiff
UNITED STATES OF AMERICA
8
9

UNITED STATES DISTRICT COURT

FOR THE CENTRAL DISTRICT OF CALIFORNIA

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13 UNITED STATES OF AMERICA,) CASE NO. CV _____
14)
Plaintiff,) UNITED STATES' COMPLAINT TO
15) RECOVER MONEY OWED
v.)
16)
MILBERG LLP,)
17)
Defendant.)
18)

19 Plaintiff United States of America, through its attorneys,
20 alleges as follows:

I. JURISDICTION AND VENUE

21
22 1. This is an action to recover money owed to the United
23 States by defendant Milberg LLP (formerly known as "Milberg Weiss
24 LLP," "Milberg Weiss & Bershad LLP," and "Milberg Weiss Bershad &
25 Schulman LLP" ("Milberg LLP"). This Court has subject matter
26 jurisdiction pursuant to 28 U.S.C. § 1345.

27 2. Venue is proper in this District under 28 U.S.C. § 1391(b)
28 because defendant Milberg LLP has an office and transacts business

1 in this District.

2 **II. PARTIES**

3 3. Plaintiff is the United States of America.

4 4. Defendant Milberg LLP is a New York limited liability
5 partnership, with headquarters in New York, New York, and maintains
6 an office in this District.

7 **III. DEFENDANT MILBERG LLP'S AGREEMENT TO PAY MONEY TO THE UNITED
8 STATES**

9 5. Milberg LLP and the United States entered into an
10 agreement effective July 1, 2008 entitled "Case Disposition
11 Agreement for Defendant Milberg LLP" (the "Agreement"), filed in
12 the United States Court for the Central District of California in
13 United States v. Milberg LLP, et al., case no. CR 05-587(D)-JFW. A
14 true and correct copy of the Agreement is attached hereto and
15 incorporated herein by reference.

16 6. Milberg LLP is required to: (a) make certain installment
17 payments to the United States Treasury and the United States Postal
18 Inspection Service Consumer Fraud Fund, pursuant to paragraphs 13
19 and 14 of the Agreement; (b) pay applicable interest as part of
20 each of the foregoing installment payments, pursuant to paragraph
21 15 of the Agreement; and (c) satisfy Milberg LLP's installment
22 payment obligations on an accelerated basis in the event that
23 Milberg LLP's "Gross Revenues" exceed certain thresholds, pursuant
24 to paragraphs 16 and 17 of the Agreement. (The foregoing are
25 hereinafter referred to individually and collectively as the
26 "payment obligations").

27 7. The United States is entitled to file a Stipulation for
28

1 Entry of Consent Judgment and a Complaint and Consent Judgment
2 based thereon, pursuant to paragraph 19 of the Agreement, if (a)
3 Milberg LLP defaults on any payment obligations; or (b) there has
4 been a final determination of breach pursuant to paragraphs 26
5 through 28 of the Agreement.

6 8. The United States is authorized and entitled, pursuant to
7 the Stipulation for Entry of Consent Judgment, to insert in the
8 Complaint and Consent Judgment as the amount then due and owing
9 from Milberg LLP to the United States a dollar amount that is the
10 sum of all of the amounts not yet paid under paragraphs 13 through
11 15 of the Agreement.

12 FIRST CLAIM FOR RELIEF

13 [Default on Payment Obligation]

14 9. The United States incorporates the allegations of
15 paragraph 1 through 8 above.

16 10. Milberg LLP is in default on its payment obligation to
17 the United States. Milberg LLP therefore owes the United States
18 the sum of all of the amounts not yet paid under paragraphs 13
19 through 15 of the Agreement, which is the sum of \$_____.

20 SECOND CLAIM FOR RELIEF

21 [Breach of Agreement]

22 11. The United States incorporates the allegations of
23 paragraph 1 through 8 above.

24 12. There has been a final determination of breach pursuant
25 to paragraphs 26 through 28 of the Agreement. Milberg LLP
26 therefore owes the United States the sum of all of the amounts not
27 yet paid under paragraphs 13 through 15 of the Agreement, which is
28

1 the sum of \$_____.

2 PRAYER

3 WHEREFORE, plaintiff the United States of America prays for
4 judgment against defendant Milberg LLP on the First Claim for
5 Relief and/or for the Second Claim for Relief, for the following:
6 the sum of \$_____, plus interest thereon at the legal rate,
7 and all other relief this Court deems just and proper.

8 DATED:

9 Respectfully submitted,

10 THOMAS P. O'BRIEN
11 United States Attorney

12 LEON W. WEIDMAN
13 Assistant United States Attorney
14 Chief, Civil Division

15 By: _____
16 RICHARD E. ROBINSON
17 Assistant United States Attorney

18 Attorneys for Plaintiff
19 UNITED STATES OF AMERICA
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1 THOMAS P. O'BRIEN
United States Attorney
2 LEON W. WEIDMAN
Chief, Civil Division
3 RICHARD E. ROBINSON (Cal. Bar #090840)
Assistant United States Attorney
4 1100 United States Courthouse
312 North Spring Street
5 Los Angeles, California 90012
Telephone: (213) 894-0713
6 Facsimile: (213) 894-6269
E-mail: Richard.Robinson@usdoj.gov
7 Attorneys for Plaintiff
UNITED STATES OF AMERICA
8
9

10 UNITED STATES DISTRICT COURT
11 FOR THE CENTRAL DISTRICT OF CALIFORNIA
12

13 UNITED STATES OF AMERICA,) CASE NO. CV _____
14)
Plaintiff,) CONSENT JUDGMENT
15)
v.)
16)
MILBERG LLP,)
17)
Defendant.)
18 _____
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21 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that, pursuant
22 to the Stipulation for Entry of Consent Judgment filed herein by
23 Plaintiff the United States of America and Defendant Milberg LLP,
24 and good cause appearing, judgment on the Plaintiff's claims shall
25 be and hereby is entered in favor of Plaintiff and against
26 Defendant, in the principal sum of \$_____, plus

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1 post-judgment interest at the legal rate in effect on the date of
2 entry of judgment pursuant to 28 U.S.C. § 1961(b), as amended.

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4 DATED: _____

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9 UNITED STATES DISTRICT JUDGE

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19 SUBMITTED BY:

20 THOMAS P. O'BRIEN
21 United States Attorney
22 LEON W. WEIDMAN
23 Chief, Civil Division

24 RICHARD E. ROBINSON
25 Assistant United States Attorney
26 Attorneys for Plaintiff
27 UNITED STATES OF AMERICA

28 _____
Dated

EXHIBIT F TO MILBERG LLP CASE DISPOSITION AGREEMENT

EXHIBIT F

BEST PRACTICES PROGRAM

INTRODUCTION

1. Milberg LLP (the "Firm") voluntarily implemented a "best practices" program on or about February 8, 2006 and it agrees to maintain the program as described herein for 24 months after the execution of its Case Disposition Agreement (the "Agreement") with the United States Attorney's Office for the Central District of California (the "USAO").

THE PROGRAM

2. The Firm agrees to:

(a) ensure full compliance with all legal and ethical rules and requirements applicable to the Firm's payment of, or arrangement to pay, any (1) referral fee, co-counsel fee, or other fee division or fee sharing; (2) expert witness; or (3) significant political contribution, charitable contribution, or gift (collectively referred to hereinafter as the "Rules");

(b) require every attorney in the Firm, when entering into any arrangement to pay a referral fee or other fee division or sharing of fees, to prepare and promptly provide to the Compliance Monitor (as defined below) "front end" documents that (1) specify the terms of and justification for the arrangement; (2) in the case of any referral fee arrangement, include written representation(s) from the individual or entity who is expected to share in the fees that the arrangement meets the legal and ethical requirements of all applicable jurisdictions, including the jurisdiction(s) applicable to the individual or entity who is expected to share in the fees; and (3) in the case of any referral fee arrangement, include written representation(s) from referring counsel and the referred client that the client has knowingly consented to the referral fee arrangement and will not receive any direct or indirect pecuniary benefit from such arrangement;

(c) promptly disclose to the Compliance Monitor any modification of an arrangement provided to the Compliance Monitor pursuant to subparagraph (2)(b);

(d) require that upon the resolution of litigation in which the Firm intends to pay any referral fee, co-counsel fee, and/or any other fee division or sharing of

1 fees, a responsible Firm attorney prepare and promptly provide to the Compliance
2 Monitor "back end" documents that (1) specify each such intended payment(s);
3 (2) contain an explanation of the propriety of such payment(s); and (3) in the case of any
4 referral fee payment, include written representations from the individual or entity
5 receiving such referral fee payment(s) that no portion of such fee has been or will be paid
6 over directly or indirectly to any litigation plaintiff(s);

7 (e) hold payments of referral fees or any other fee division or sharing
8 of fees (other than payments to co-counsel of record) until the required "back end"
9 documentation has been scrutinized and approved by the Compliance Monitor;

10 (f) in connection with any court filing by the Firm seeking approval of
11 an attorney fee award, disclose to the court (1) the existence of any arrangement by the
12 Firm to share the requested fees with any person other than co-counsel of record in the
13 case, (2) the identity of such person or persons, and (3) an offer to provide the court with
14 the terms of such arrangement(s) upon request by the court;

15 (g) retain the "front end" and "back end" documents described above
16 during the Agreement Term (as defined in the Agreement);

17 (h) disclose to the Compliance Monitor and, upon the recommendation
18 of the Compliance Monitor, disclose to the relevant court(s), any relationship between
19 any referring party, co-counsel, or other firm or individual sharing in the fee in any case,
20 on the one hand, and persons or entities associated with such firm or individual, on the
21 other hand, that may present a conflict of interest or the appearance of a conflict of
22 interest;

23 (i) with respect to any expert witness, disclose to the Compliance
24 Monitor any compensation obligation or arrangement benefitting the witness that depends
25 in whole or in part upon the success of any litigation (i.e. not only the litigation in which
26 the individual is serving as an expert witness);

27 (j) in connection with any motion to approve a client of the Firm as a
28 lead plaintiff in any class action or shareholder derivative action, disclose to the
29 Compliance Monitor and, upon the recommendation of the Compliance Monitor, disclose
30 to the court presiding over such action any fee arrangement between the Firm and such
31 client;

1 (k) notify the Compliance Monitor of any disclosures made to third
2 parties, including but not limited to any courts, pursuant to this Program, and provide
3 copies of such disclosure(s) to the Compliance Monitor; and

4 (l) take appropriate steps to identify and ensure the propriety of
5 significant political contributions, charitable contributions, and gifts by the Firm and
6 maintain a central record under the supervision of the Compliance Monitor of all
7 significant political contributions, charitable contributions, and gifts by the Firm.

8 COMPLIANCE MONITOR

9 3. The Firm agrees to maintain a designated Compliance Monitor whose
10 primary responsibility is to oversee and maintain the Program. "Compliance Monitor"
11 herein means the Compliance Monitor or the Compliance Monitor's designee, acting at
12 the direction and under the supervision of the Compliance Monitor.

13 4. The designated Compliance Monitor shall be Bart M. Schwartz, who has
14 been serving as a monitor for the Firm since the Firm voluntarily chose to retain him in
15 that role prior to in or about February 2006. The Firm shall not substitute anyone else as
16 Compliance Monitor during the Agreement Term (as defined in the Agreement) without
17 prior approval from the USAO, which shall not be unreasonably withheld.

18 5. The Firm agrees to :

19 (a) cooperate fully, and ensure that all of the Firm's partners,
20 associates, and employees cooperate fully, with the Compliance Monitor in the exercise
21 of his or her duties as described in paragraph 6 below;

22 (b) make available to the Compliance Monitor all records, including
23 financial and banking records, to which the Compliance Monitor may seek access in the
24 course of performing his or her duties, with the exception of records subject to the
25 attorney-client or work product protections of the Firm's clients. The Firm's financial
26 records relating to fee agreements, referral fees, co-counsel fees, and any other fee
27 division or fee sharing are not subject to the privilege or work product protection for
28 purposes of the Compliance Monitor's review;

29 (c) prepare and deliver to the Compliance Monitor all reports
30 necessary to perform his or her duties;

1 (d) provide the Compliance Monitor with a secure office and facilities
2 in the Firm's New York office;

3 (e) report immediately to the Compliance Monitor any violation or
4 potential violation of the Program, the Agreement, or any of the Rules; and

5 (f) fund reasonable requests by the Compliance Monitor for assistance
6 of additional experts such as ethics counsel.

7 6. The Compliance Monitor will take all reasonable steps to ensure that the
8 Firm is in compliance with all of its obligations under this Program, the Agreement, and
9 all of the Rules. Such reasonable steps include, but are not necessarily limited to, the
10 following:

11 (a) interviewing each attorney in the Firm to explain the Program and
12 the obligations of the Firm, the attorney, and the Compliance Monitor under the
13 Program;

14 (b) promptly reviewing all documentation submitted by the Firm to the
15 Compliance Monitor pursuant to the Program;

16 (c) maintaining all proper and necessary auditing procedures;

17 (d) maintaining a secure office in the Firm's premises for the purpose
18 of providing ongoing consultation to any of the Firm's attorneys regarding the Program,
19 the Agreement, or any of the Rules;

20 (e) promptly reporting any potential or actual failure of the Firm to
21 comply with its obligations under the Program, the Agreement, or any of the Rules to the
22 Firm's Management Committee, and promptly investigating any potential failure to
23 determine whether there is in fact a failure to comply;

24 (f) promptly reporting to the USAO any failure of the Firm to comply
25 with its obligations under the Program, the Agreement, or any of the Rules; and

26 (g) appropriately documenting and maintaining documentation of all
27 transactions or issues submitted to, or identified by, the Compliance Monitor in
28 furtherance of his or her duties under this paragraph 6.

29 COMMUNICATIONS AND CONFIDENTIALITY

30 7. The USAO may make reasonable inquiries directly to the Compliance
31 Monitor to ensure the Firm's compliance with, and the Compliance Monitor's monitoring

1 of the Firm's compliance with, the Program. The Compliance Monitor shall promptly
2 respond to such inquiries.

3 8. The USAO, the Firm, and the Compliance Monitor (the "Parties") agree
4 that:

5 (a) a confidential relationship between the Firm and the Compliance
6 Monitor currently exists;

7 (b) a confidential relationship between the Parties has been established
8 pursuant to the Agreement and this Exhibit;

9 (c) no information, report, or other material exchanged between the
10 Compliance Monitor and the Firm pursuant to the Agreement shall be disclosed to any
11 third party without the express written consent of the Firm and the Compliance Monitor.
12 Nothing in this subparagraph shall be construed to limit its applicability to any
13 information, report, or other material that the Firm or the Compliance Monitor, or both,
14 consider confidential.

15 (d) the USAO shall treat as confidential all submissions by the firm,
16 the Compliance Monitor, or both received pursuant to the Agreement or this Exhibit and
17 shall disclose such information only as required by law or for other proper purpose, after
18 reasonable notice to the Firm;

19 (e) nothing in this paragraph (8) shall limit the USAO's ability to use
20 any information obtained pursuant to the Agreement or this Exhibit to enforce the
21 Agreement.

22 9. Should any effort be made (a) either by subpoena or otherwise to gain
23 access to information, materials, documents, work product or information of any kind in
24 the possession of the Compliance Monitor that has been generated, obtained or learned as
25 a result of the work performed by the Compliance Monitor in connection with the
26 Program or (b) to otherwise stop, interrupt or interfere with the performance of the
27 Compliance Monitor's work in connection with the Program, whether by judicial action
28 or other means, then in such event and, to the extent feasible and permissible by law
29 under the circumstances, the Compliance Monitor shall promptly notify both the Firm
30 and the USAO and follow lawful directions from the Firm with respect to the Compliance
31 Monitor's response to any such effort.

EXHIBIT B

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK**

LHB INSURANCE BROKERAGE INC., On
Behalf Of Itself And All Others Similarly Situated,

Plaintiff,

vs.

CITIGROUP INC. and CITIGROUP GLOBAL
MARKETS, INC.,

Defendants.

Civil Action No. 08-CV-3095 (LTS)

[additional captions follow]

SUPPLEMENTAL AFFIDAVIT OF KURTIS R. MAYER

LISA SWANSON, Individually And On Behalf of
All Others Similarly Situated,

Plaintiff,

vs.

CITIGROUP INC., CITIGROUP GLOBAL
MARKETS, INC. AND CITI SMITH BARNEY,

Defendants.

Civil Action No. 08-CV-3139 (LTS)

SAMUEL A. STOCKHAMER and ALICE L.
STOCKHAMER, On Behalf of Themselves and
All Others Similarly Situated,

Plaintiffs,

vs.

CITIGROUP INC. and CITIGROUP GLOBAL
CAPITAL MARKETS, INC.

Defendants.

Civil Action No. 08-CV-3904 (LTS)

WEDGEWOOD TACOMA LLC, Individually
And On Behalf of All Others Similarly Situated,

Plaintiff,

vs.

CITIGROUP INC., CITIGROUP GLOBAL
MARKETS, INC., and CITI SMITH BARNEY,

Defendants.

Civil Action No. 08-CV-4360 (LTS)

[additional captions follow]

SAED GHALAYINI, Individually And On Behalf
of All Others Similarly Situated,

Plaintiff,

vs.

CITIGROUP INC., CITIGROUP GLOBAL
MARKETS, INC., and CITI SMITH BARNEY,

Defendants.

Civil Action No. 08-CV-5016

STATE OF WASHINGTON)
) : ss
COUNTY OF PIERCE)

I, Kurtis R. Mayer, being duly sworn, depose and say:

1. I submit this affidavit in further support of the motion of Wedgewood Tacoma LLC and Jemstone LLC (the "Wedgewood Movants") for appointment as Lead Plaintiffs and approval of their selection of counsel, Milberg LLP, and in reply to Michael Passidomo's opposition thereto.

2. Prior to my retention of Milberg LLP as counsel in this litigation, I was informed by Milberg LLP that the firm and several of its former name partners had been indicted in connection with alleged illegal conduct centering around allegations of improper sharing of attorneys' fees awarded to the firm with certain plaintiffs in certain cases identified in the indictment. I was informed that Milberg LLP had pleaded not guilty and that the partners named in the indictments left the firm and plead guilty to a charge of conspiracy.

3. Milberg has updated me as to the status of the indictment of Milberg LLP. To that end, I was recently informed that Milberg LLP has announced that the indictment against the firm is now being dismissed as part of a comprehensive settlement with federal prosecutors. According to Milberg LLP, the prosecutors concluded that no attorney currently a partner or associate with Milberg LLP is criminally culpable and agreed that the conspiring former partners took affirmative steps to conceal their illegal activities from other partners, associates, and employees of the Firm. I was also informed that the firm has agreed to pay \$75 million over the next several years, and has agreed to continue and expand its existing "best practices" program with respect to fees.

4. I and my family fully support the appointment of Milberg LLP as lead counsel in this litigation and we have confidence in the firm's ability to adequately and skillfully conduct this litigation.

5. As a matter of minor correction to paragraph number 8 of my prior affidavit submitted on June 16, 2008, I would like to point out that while I stated in that affidavit that my wife Pamela Mayer "is currently" a Board member of the Tacoma Art Museum, in fact she just recently ceased her Board membership with the Tacoma Art Museum.

Dated: June 20, 2008

Kurtis R. Mayer
Kurtis R. Mayer

Sworn to before me this 20th day
of June, 2008.

Janet V. Detering
Janet V. Detering
Notary Public in and for the State of
Washington, residing at Tacoma.
My commission expires 4-24-2010.

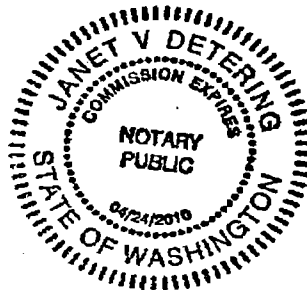


EXHIBIT C

**Appendix of Decisions Appointing/Affirming Milberg LLP
as Counsel in Leadership Position Post-Indictment
(In Descending Date Order)**

Amended Case Management Order, *In re Korean Airlines Co., Ltd. Antitrust Litig.*, No 07-5107 (C.D. Cal. Mar. 14, 2008) (appointing Milberg LLP interim co-lead counsel) (Exhibit I).

Practice & Procedure Order, *In re Kugel Mesh Hernia Patch Prods. Liab. Litig.*, MDL No. 07-1842 (D.R.I. Feb 29, 2008) (appointing Milberg LLP to the Plaintiffs' Steering Committee in mass tort multidistrict litigation).

So-Ordered Stipulation, *Berkovitz v. Shoretel, Inc.*, No. 108-CV-104623 (Cal. Super. Ct., Santa Clara Cty. Feb. 28, 2008) (appointing Milberg LLP as plaintiffs' lead counsel in derivative action).

Order & Final Judgment, *New Jersey Building Laborers Pension & Annuity Funds v. Applebee's Int'l, Inc.*, No. 3124-CC (Del. Ch. Feb. 27, 2008) (approving class action settlement and awarding attorneys' fees in case in which Milberg LLP served as plaintiffs' counsel).

Order & Final Judgment, *Morgan v. AXT, Inc.*, No. 04-4362 (N.D. Cal. Feb. 26, 2008) (approving class action settlement in case in which Milberg LLP served as lead counsel).

So-Ordered Stipulation, *In re Leap Wireless Int'l, Inc. S'holder Deriv. Litig.*, No. 37-2007-81584 (Cal. Super. Ct., San Diego Cty. Feb 20, 2008) (appointing Milberg LLP as plaintiffs' lead counsel).

Pretrial Order, *In re Morgan Stanley ERISA Litig.*, No. 07-11285 (S.D.N.Y. Feb. 11, 2008) (appointing Milberg LLP as co-lead class counsel).

Pretrial Order, *In re First Am. Corp. ERISA Litig.*, No. 07-1357 (C.D. Cal. Feb, 1 2008) (appointing Milberg LLP as interim co-lead counsel).

So-Ordered Stipulation, *In re Countrywide Fin. Corp. Shareholder Deriv. Litig.*, No. BC375275 (Cal. Super. Ct., L.A. Cty. Jan. 9, 2008) (appointing Milberg LLP co-lead counsel).

Memorandum & Order, *In re Tyco Int'l, Ltd. Sec. Litig.*, No. 02-1335 (D.N.H. Dec, 19, 2007) (approving \$3.2 billion settlement in class action in which Milberg LLP is co-lead counsel and noting that "Co-Lead Counsel's continued, dogged effort over the past five years is a major reason for the magnitude of the recovery").

Order & Final Judgment, *In re Stillwater Mining Co. Sec. Litig.*, No. 03-93 (D. Mont. Dec. 17, 2007) (approving class action settlement from the bench in case in which Milberg LLP served as class counsel).

Final Order & Judgment, *In re PMA Capital Corp. Sec. Litig.*, No. 03-6121 (E.D. Pa. Dec. 13, 2007) (granting final approval to settlement in securities fraud class action in case in which Milberg LLP is sole class counsel).

Judgment, *In re Omnivision Techs., Inc.*, No. 04-2297 (N.D. Cal. Dec. 6, 2007) (approving settlement in case in which Milberg LLP serves as lead counsel for the class and noting that “[t]he primary Milberg LLP attorneys working on this matter have not been implicated in any wrongdoing”).

Order, *In re Remec, Inc. Sec. Litig.*, No. 04-1948 (S.D. Cal. Nov. 21, 2007) (granting class certification and holding that “Milberg LLP is qualified to represent the interests of the proposed class”).

Minutes of Status Conference, *Park v. Korean Air Lines Co., Ltd.*, No. 07-5107 (C.D. Cal. Nov. 13, 2007) (appointing Milberg LLP co-interim class counsel in antitrust case).

Order, *Marsden v. Select Med. Corp.*, No. 04-4020, 2007 U.S. Dist. LEXIS 79450, at *20-21 (E.D. Pa. Oct. 26, 2007) (certifying class in case where Milberg LLP is co-class counsel and noting that none of the Milberg LLP partners litigating the case were named in the indictment).

Order, *In re Genta, Inc. Sec. Litig.*, No. 04-2123 (D.N.J. Oct. 30, 2007) (granting preliminary approval to class action settlement and certification of the class in case in which Milberg LLP is class counsel).

Order, *Spahn v. Edward D. Jones & Co.*, No. 04-86 (E.D. Mo. Oct. 25, 2007) (granting final approval to class action settlement in case in which Milberg LLP is co-class counsel).

Order, *Cooper v. Pac.c Life Ins. Co.*, No. 03-131 (S.D. Ga. Oct. 3, 2007) (approving settlement in securities fraud class action in which Milberg LLP is sole class counsel).

Final Order, *In re Columbia Entities Litig.*, No. 04-11704 (D. Mass. Sept. 18, 2007) (approving Milberg LLP as co-class counsel and granting final approval to class action settlement).

Order & Final Judgment, *In re CMS Energy Sec. Litig.*, No. 02-72004 (E.D. Mich. Sept. 6, 2007) (granting final approval of \$200 million settlement of securities fraud class action in case in which Milberg LLP is co-class counsel and noting that the settlement was achieved with “skill, perseverance, and diligent advocacy” and noting at settlement hearing that Plaintiffs’ effort was “truly extraordinary”).

In re Flag Telecom Holdings, Ltd. Sec. Litig., 245 F.R.D. 147, (S.D.N.Y. Sept. 4, 2007) (certifying class and holding that “[i]n accord with the overwhelming majority of courts faced with this issue, we decline [to remove Milberg LLP as class counsel]”).¹

In re Magma Design Automation, Inc. Sec. Litig., No. 05-2394, 2007 U.S. Dist. LEXIS 62641, at *8 (N.D. Cal. Aug. 16, 2007) (certifying 10b class and appointing Milberg LLP sole class counsel).

¹ The United States Court of Appeals for the Second Circuit has granted Rule 23(f) review of this decision.

Order, *In re Beazer Homes USA Inc. Sec. Litig.*, No. 07-725 (N.D. Ga. Aug. 8, 2007) (appointing Milberg LLP co-lead counsel)

Order, *Santiago v. GMAC Mortgage Group, Inc.*, No. 02-4048 (E.D. Pa. Aug. 7, 2007) (granting final approval to class action settlement in case in which Milberg LLP is co-class counsel).

Order & Final Judgment, *In re Am. Express Fin. Advisors Sec. Litig.*, No. 04-1773 (S.D.N.Y. July 18, 2007) (appointing Milberg LLP class co-counsel for settlement purposes and approving settlement)

Final Judgment, *Montoya v. Mamma.com, Inc.*, No. 05-2313 (S.D.N.Y. July 13, 2007) (approving settlement and distribution of attorneys' fees in case in which Milberg LLP served as co-lead counsel to the class).

Order & Final Judgment, *In re Freescale Semiconductor, Inc. S'holder Lawsuit*, No. D-1-GN-06-003501 (Tex. Dist. Ct., Travis Cty, June 25, 2007) (certifying class and approving settlement in case in which Milberg LLP served as co-lead counsel to the class).

Order & Final Judgment, *In re Martha Stewart Living Omnimedia, Inc. Sec. Litig.*, No. 02-6273 (S.D.N.Y. June 8, 2007) (approving settlement in case in which Milberg LLP served as co-lead counsel to the class).

Short Form Order, *Trugman v. Aeroflex, Inc.*, No. 4246/2007 (N.Y. Sup. Ct. Nassau Cty. May 7, 2007) (consolidating related cases and appointing Milberg LLP co-lead counsel).

Final Order & Judgment, *In re PNC Fin. Servs. Group, Inc. Sec. Litig.*, No. 02-271 (W.D. Pa. Apr. 12, 2007) (approving settlement and distribution of attorneys' fees in case in which Milberg LLP served as co-lead counsel for the class).

Order, *In re Topps Co., Inc. S'holder Litig.*, No. 07-600715 (N.Y. Sup. Ct., N.Y. Cty. April 17, 2007) (appointing Milberg LLP co-lead counsel).

In re Vivendi Universal, S.A. Sec. Litig., 242 F.R.D. 76 (S.D.N.Y. Mar. 23, 2007) (certifying class in case in which Milberg LLP is co-lead counsel).

In re Novastar Fin. Sec. Litig., No. 04-0330, 2007 U.S. Dist. LEXIS 9039, at *21 (W.D. Mo. Feb. 8, 2007) ("[R]emoval of Milberg LLP as co-lead counsel would not only harm the class, but prematurely punish the firm for unproven allegations. The Court does not believe it is appropriate to consider disqualification of the firm unless and until the claims have been substantiated.")

Order, *In re 99 Cents Only Stores Sec. Litig.*, No. 04-4273 (C.D. Cal. Feb. 8, 2007) (approving settlement and awarding attorneys' fees in case in which Milberg LLP serves as co-lead counsel for the class).

Transcript of Hearing, *In re: Merck & Co. Sec., Derivative, & "ERISA" Litig.*, No. 05-2367, MDL 1658 (D.N.J. Jan. 25, 2007) ("[T]his Court takes the presumption of innocence seriously. I have read decisions by other judges dealing with the Milberg LLP situation and some of them I

frankly disagree with. In short, having been a prosecutor for my entire career before I became a federal judge, I came to take not only the presumption of innocence very seriously but also those opening words in the charge to almost any criminal jury which is an indictment is merely an accusation. . . . It means nothing beyond that. . . . For this Court to regard the indictment of the Milberg LLP firm as anything other than that, in my view, would be a total abdication of our criminal justice system and the way in which it's supposed to work.”).

Order & Final Judgment, *Simons v. Dynacq Healthcare, Inc.*, No. 03-5825 (S.D. Tex. Jan. 10, 2007) (approving settlement and stating that “Lead Plaintiffs’ Counsel have conducted the litigation and achieved the Settlement with skill, perseverance and diligent advocacy”).

Order & Final Judgment, *In re Sears, Roebuck & Co., Sec. Litig.*, No. 02-7527 (N.D. Ill. Jan. 8, 2007) (In approving settlement of \$215 million, Judge Bucklo’s order stated that “Plaintiffs’ Counsel have conducted the litigation and achieved the Settlement with skill, perseverance and diligent advocacy”).

Order & Final Judgment, *In re McLeod USA Inc. Sec. Litig.*, No. 02-0001 (N.D. Iowa Jan. 5, 2007) (approving settlement in case in which Milberg LLP served as co-lead counsel for the class).

Decision & Order, *In re Nortel Networks Corp. Sec. Litig. (Nortel I)*, No. 01-cv-1855 (S.D.N.Y. Dec. 26, 2006) (approving settlement in case in which Milberg LLP served as lead counsel for the class).

Order, *In re Hibernia Foods, PLC Sec. Litig.*, No. 04-3182 (S.D.N.Y. Dec. 22, 2006) (approving settlement and awarding attorney’s fees in case in which Milberg LLP serves as co-lead counsel for the class).

Order, *In re Lord Abbett Mut. Funds Fee Litig.*, No. 04-0559 (D.N.J. Dec. 1, 2006) (“[T]he Court finds insufficient reasons at the present time to relieve Milberg LLP as counsel to Plaintiffs in this matter”).

Order & Final Judgment, *In re Broadwing Inc. Sec. Litig.*, No. 02-795 (S.D. Ohio Nov. 30, 2006) (approving \$36 million settlement and stating that “Plaintiffs’ Co-Lead Counsel have conducted the litigation and achieved the Settlement with skill, perseverance and diligent advocacy”).

Order, *In re Freescale Semiconductor Inc. S’holder Litig.*, No. D-1-GN-06-003501 (Dist. Ct. Travis Cty., Tex. Oct. 31, 2006) (Judge Dietz appointing Milberg LLP co-lead counsel).

Consolidation Order, *In re Diebold Sec. Litig.*, No. 05-2873 (N.D. Ohio Oct. 20, 2006) (Judge Economus appointing Milberg LLP co-lead counsel).

In re Cabletron Sys., Inc. Sec. Litig., 239 F.R.D. 30 (D.N.H. Oct. 19, 2006) (certifying settlement class and approving settlement in case in which Milberg LLP is co-lead counsel).

In re Martek Biosciences Corp. Sec. Litig., No. 05-1224 (D. Md. June 21, 2006) (in response to a letter disclosing the indictment, the Court issued a letter stating that it saw no need to address the indictment. The court subsequently certified the class.).

Order & Final Judgment, *In re Vistacare, Inc. Sec. Litig.*, No. 04-1661 (D. Ariz. Sept. 29, 2006) (approving settlement in case in which Milberg LLP served as class counsel).

Order & Final Judgment, *Pozniak v. Imperial Chem. Indus. PLC*, No. 03-2457 (S.D.N.Y. Sept. 19, 2006) (approving settlement and stating that “Plaintiffs’ Co-Lead Counsel have conducted the litigation and achieved the Settlement with skill, perseverance and diligent advocacy”).

Order & Final Judgment, *In re Tellium, Inc. Secs Litig.*, No. 02-5878 (D.N.J. Sept. 7, 2006) (approving settlement and stating that “Plaintiffs’ Co-Lead Counsel have conducted the litigation and achieved the Settlement with skill, perseverance and diligent advocacy”).

In re Arm Fin. Group, Inc., No. 99-539, 2006 U.S. Dist. LEXIS 63528, at *10 (W.D. Ky. Aug. 31, 2006) (approving settlement and stating that “counsel for both sides deserve the Court’s praise for the manner in which they have conducted themselves.”).

Order, *Cokely v. N.Y. Convention Ctr. Operating Corp.*, No. 00-4637 (S.D.N.Y. Aug. 15, 2006) (approving settlement with Milberg LLP sole lead counsel and approving consent decree granting Milberg LLP three-year supervisory role).

Amended Case Management Order, *In re New York Bextra & Celebrex Prods. Liab. Litig.*, No. 05-1699 (N.Y. Sup. Ct., N.Y. Cty. Aug. 1, 2006) (confirming Milberg LLP’s role on plaintiffs’ steering committee).

Order & Final Judgment, *In re Network Engines, Inc. Secs Litig.*, No. 03-12529 (D. Mass. July 25, 2006) (approving settlement and stating that “Plaintiffs’ Counsel have conducted the litigation and achieved the Settlement with skill, perseverance and diligent advocacy”).

Memorandum, *In re Williams Sec. Litig.*, No. 02-72 (N.D. Okla. July 19, 2006) (declining to appoint special master to determine whether Milberg LLP should remain co-lead because the matters alleged in the indictment have no connection to the case before the court).

Order & Final Judgment, *In re Allegheny Energy, Inc. Sec. Litig.*, No. 03-1518 (D. Md. July 17, 2006) (Judge Davis’s order in connection with the approval of a \$15 million settlement, stated: “Plaintiffs’ Counsel have conducted the litigation and achieved the Settlement with skill, perseverance and diligent advocacy”).

Decision & Order, *Sollins v. Alexander*, No. 601272/2006, 2006 N.Y. Misc. LEXIS 2889, at *10 n.2 (N.Y. Sup. Ct., N.Y. Cty. July 13, 2006) (“[the indictment] has no effect on this litigation and . . . no bearing on this action or the attorneys who are appointed co-lead counsel. . . . [N]one of the attorneys here for Milberg LLP have been indicted or have been accused of any wrongdoing...[U]nless and until Milberg LLP is found guilty . . . the presumption of innocence is binding.”).

In re PNC Fin. Servs. Group, Inc., Sec. Litig., 440 F. Supp. 2d 421, 431 (W.D. Pa. July 13, 2006) (approving settlement and stating that “[C]o-lead counsel are highly experienced and skilled practitioners who have successfully prosecuted numerous class actions throughout the United States.”).

In re WRT Energy Sec. Litig., No. 96-3610, 2006 U.S. Dist. LEXIS 47483, at *9 n.2 (S.D.N.Y. July 13, 2006) (acknowledging the indictment and noting that plaintiffs' counsel's letter to the court assured it "that [Milberg LLP] remains ready and able to vigorously prosecute the WRT matter" and that "the indictment does not bear on the 'pending' litigation in this case.").

Order, *Welmon v. Chicago Bridge & Iron Co.*, No. 06-01283 (S.D.N.Y. June 19, 2006) (Judge Sprizzo reaffirming Milberg LLP as co-lead counsel).

Simon v. KPMG LLP, No. 05-3189, 2006 U.S. Dist. LEXIS 35943, at *18, 30-31 (D.N.J. June 2, 2006) (Judge Cavanaugh, in approving settlement of \$153 million, found that "Plaintiffs [] retained highly competent and qualified attorneys" and that "[t]he Initial Complaint . . . demonstrates that [Milberg LLP] expended considerable time and effort with the underlying factual and legal issues in this case before even filing this lawsuit. . . . Settlement discussions were conducted over a period of some fourteen months with the supervision and guidance of Judges Politan and Weinstein, and are evidence of [Milberg LLP's] appreciation of the merits and complexity of this litigation.").

Order, *In re Rhodia S.A. Sec. Litig.*, No. 05-5389 (MDL No. 1714) (S.D.N.Y. May 31, 2006) (appointing Milberg LLP lead counsel).

Order, *Congregation Ezra Sholom v. Blockbuster, Inc.*, No. 05-2213 (N.D. Tex. May 25, 2006) (appointing Milberg LLP lead counsel).

Order of Consolidation, *Showers v. Kanas*, No. 06-4624 (N.Y. Sup. Ct., Nassau Cty. May 22, 2006) (appointing Milberg LLP co-lead counsel).

EXHIBIT D

**Appendix of Milberg LLP's Post-Indictment
Final and Preliminarily Approved Settlements**

| Date of Final or Preliminary Approval of Settlement by Trial/District Court | Case | Cash Settlement Amount (\$ in millions) |
|--|--|--|
| April 9, 2008 | <i>In re Biovail Sec. Litig.</i> , No. 03-CV-8917 (S.D.N.Y.) (preliminary approval granted on April 9, 2008) | 138 |
| April 4, 2008 | <i>In re Martek Biosciences Corp. Sec. Litig.</i> , No. 05-1224 (D. Md.) | 6 |
| Mar. 27, 2008 | <i>Carlson v. Xerox Corp.</i> , No. 3:00-CV-1621 (D. Conn.) (preliminary approval granted on March 27, 2008) | 750 |
| Feb. 26, 2008 | <i>Morgan v. AXT, Inc.</i> , No. 04-4362 (N.D. Cal.) | 2.575 |
| Feb. 19, 2008 | <i>Schnall v. Annuity and Life Re (Holdings), Ltd.</i> , No. 02-CV-2133 (D. Conn.) (preliminary approval granted on February 19, 2008) | 10.5 |
| Feb. 6, 2008 | <i>Terry Walker v. Rent-A-Center, Inc.</i> , No. 5:02cv3 (E.D. Tex.) | 3.6 |
| Jan. 30, 2008 | <i>Welmon v. Chicago Bridge & Iron Co. N.V.</i> , No. 06-CV-01283 (S.D.N.Y.) (preliminary approval granted on January 30, 2008) | 10.5 |
| Dec. 19, 2007 | <i>In re Tyco Int'l, Ltd. Multidistrict Litig.</i> , No. 02-1335 (D.N.H.) | 3,200 |
| Dec. 17, 2007 | <i>In re Stillwater Mining Co. Sec. Litig.</i> , No. 03-93 (D. Mont.) | 2.55 |

| Date of Final or Preliminary Approval of Settlement by Trial/District Court | Case | Cash Settlement Amount (\$ in millions) |
|--|--|--|
| Dec. 13, 2007 | <i>In re PMA Capital Corp. Sec. Litig.</i> , No. 03-6121 (E.D. Pa.) | 15 |
| Dec. 6, 2007 | <i>In re Omnivision Techs., Inc.</i> , No. 04-2297 (N.D. Cal.) | 13.75 |
| Oct. 30, 2007 | <i>In re Genta, Inc. Sec. Litig.</i> , No. 04-2123 (D.N.J.) (preliminary approval granted on October 30, 2007) | 18 |
| Oct. 25, 2007 | <i>Spahn v. Edward D. Jones & Co., L.P.</i> , No. 04-00086 (E.D. Mo.) | 127.5 |
| Oct. 3, 2007 | <i>Cooper v. Pac. Life Ins. Co.</i> , No. 03-131 (S.D. Ga.) | 60 |
| Sept. 26, 2007 | <i>Lasker v. Kanas (North Fork Bank)</i> , No. 06-103557 (Sup. Ct. N.Y. Cty.) | 20 |
| Sept. 6, 2007 | <i>In re CMS Energy Sec. Litig.</i> , No. 02-72004 (E.D. Mich.) | 200 |
| July 18, 2007 | <i>In re Am. Express Fin. Advisors Sec. Litig.</i> , No. 04-1773 (S.D.N.Y.) | 100 |
| July 13, 2007 | <i>Montoya v. Mamma.com, Inc.</i> , No. 05-02313 (S.D.N.Y.) | 3.15 |
| June 8, 2007 | <i>In re Martha Stewart Living Omnimedia, Inc., Sec. Litig.</i> , No. 02-6273 (S.D.N.Y.) | 30 |
| May 7, 2007 | <i>In re NTL, Inc. Sec. Litig.</i> , No. 02-3013 (S.D.N.Y.) | 9 |

Bold font indicates cases in the Southern District of New York.

| Date of Final or Preliminary Approval of Settlement by Trial/District Court | Case | Cash Settlement Amount (\$ in millions) |
|--|---|--|
| Apr. 23, 2007 | <i>Bamboo Partners LLC, v. Robert Mondavi Corp.</i> , No. 26-27170 (Sup. Ct. Cal., Napa Cty.) | 11 |
| Apr. 12, 2007 | <i>In re PNC Fin. Servs. Group, Inc. Sec. Litig.</i> , No. 04-4273, No. 02-271 (W.D. Pa.) | 9.075 |
| Feb. 8, 2007 | <i>In re 99 Cents Only Stores Sec. Litig.</i> , No. 04-4273 (C.D. Cal.) | 4.3 |
| Jan. 10, 2007 | <i>Simons v. Dynacq Healthcare, Inc.</i> , No. 03-5825 (S.D. Tex.) | 1.5 |
| Jan. 8, 2007 | <i>In re Sears, Roebuck & Co. Sec. Litig.</i> , No. 02-7527 (N.D. Ill.) | 215 |
| Jan. 5, 2007 | <i>In re McLeod USA Inc. Sec. Litig.</i> , No. 02-0001 (N.D. Iowa) | 30 |
| Dec. 26, 2006 | <i>In re Nortel Networks Corp. Sec. Litig. (Nortel I)</i> , No. 01-cv-1855 (S.D.N.Y.) | 438.667 |
| Dec. 22, 2006 | <i>In re Hibernia Foods PLC Sec. Litig.</i> , No. 04-3182 (S.D.N.Y.) | 2.8 |
| Nov. 30, 2006 | <i>In re Broadwing Inc. Sec. Litig.</i> , No. 02-795 (S.D. Ohio) | 36 |
| Oct. 19, 2006 | <i>In re Cabletron Sys., Inc. Sec. Litig.</i> , No. 97-542 (D.N.H) | 10.5 |
| Sept. 29, 2006 | <i>In re Vistacare, Inc. Sec. Litig.</i> , No. 04-1661 (D. Ariz.) | 4.6 |

Bold font indicates cases in the Southern District of New York.

| Date of Final or Preliminary Approval of Settlement by Trial/District Court | Case | Cash Settlement Amount (\$ in millions) |
|--|--|--|
| Sept. 19, 2006 | <i>Pozniak, v. Imperial Chem. Indust. PLC, No. 03-2457 (S.D.N.Y)</i> | 3.8 |
| Sept. 7, 2006 | <i>In re Tellium Inc Sec. Litig., No. 02-5878 (D.N.J.)</i> | 5.5 |
| Aug. 31, 2006 | <i>In re ARM Fin. Group, Inc. Sec. Litig., No. 99-539 (W.D. Ky.)</i> | 3.0 |
| July 25, 2006 | <i>In re Network Engines, Inc. Sec. Litig., No. 03-12529 (D. Mass.)</i> | 2.875 |
| July 17, 2006 | <i>In re Allegheny Energy, Inc. Sec. Litig., No. 03-1518 (D. Md.)</i> | 15.05 |
| July 13, 2006 | <i>In re PNC Fin. Servs. Group, Inc. Sec. Litig., No. 02-271 (W.D. Pa.)</i> | 36.6 |
| June 6, 2006 | <i>Simon v. KPMG LLP, No. 05-3189 (D.N.J.)</i> | 153 |

Bold font indicates cases in the Southern District of New York.

EXHIBIT E



The SCAS 50 for 2006

Securities Class Action Services (SCAS), a wholly-owned subsidiary of Institutional Shareholder Services that maintains the leading database on securities class action litigation, is pleased to present the "SCAS 50" for the year 2006. The SCAS 50 lists the top 50 plaintiffs' law firms ranked by the total dollar amount of final securities class action settlements occurring in 2006 in which the law firm served as lead or co-lead counsel.

| RANK | LAW FIRM | SETTLEMENT TOTAL | # OF SETTLEMENTS | AVERAGE |
|------|--|------------------|------------------|-----------------|
| 1 | Lerach Coughlin Stoia Geller Rudman & Robbins LLP | \$7,307,050,000 | 30 | \$243,568,333 |
| 2 | Bernstein Litowitz Berger & Grossmann | \$2,634,765,298 | 9 | \$292,751,700 |
| 3 | Heins Mills & Olson PLC | \$2,500,000,000 | 1 | \$2,500,000,000 |
| 4 | Milberg Weiss Bershad LLP | \$1,604,608,808 | 22 | \$72,936,764 |
| 5 | Entwistle & Cappucci | \$1,100,000,000 | 1 | \$1,100,000,000 |
| 6 | Barrack, Rodos & Bacine | \$960,000,000 | 1 | \$960,000,000 |
| 7 | Kirby McInerney & Squire | \$650,900,000 | 5 | \$130,180,000 |
| 8 | Abbey Spanier Rodd Abrams & Paradis | \$590,925,000 | 8 | \$73,865,625 |
| 9 | Barrett & Weber | \$410,000,000 | 1 | \$410,000,000 |
| 9 | Waite, Schneider, Bayless & Chesley | \$410,000,000 | 1 | \$410,000,000 |
| 11 | Schiffman, Barroway, Topaz & Kessler, LLP | \$350,650,000 | 12 | \$29,220,833 |
| 12 | Labaton Sucharow & Rudoff LLP | \$243,950,000 | 7 | \$34,850,000 |
| 13 | Lite, DePalma, Greenberg & Rivas | \$216,500,000 | 1 | \$216,500,000 |
| 14 | Lowenstein Sandler | \$137,500,000 | 1 | \$137,500,000 |
| 15 | Berman DeValerio Pease Tabacco Burt & Pucillo | \$119,753,491 | 4 | \$29,938,373 |
| 16 | Stull Stull & Brody | \$106,692,922 | 3 | \$35,564,307 |
| 17 | Wolf Haldenstein Adler Freeman & Herz | \$99,750,000 | 6 | \$16,625,000 |
| 18 | Grant & Eisenhofer | \$99,500,524 | 2 | \$49,750,262 |
| 19 | Levin Papantonio Thomas Mitchell Echsner and Proctor | \$99,250,000 | 1 | \$99,250,000 |
| 20 | Weiss & Lurie | \$94,100,000 | 6 | \$15,683,333 |
| 21 | Cohen Milstein Hausfeld & Toll | \$80,750,000 | 7 | \$11,535,714 |
| 22 | Pomerantz Haudek Block Grossman & Gross | \$77,850,000 | 2 | \$38,925,000 |
| 23 | Abraham, Fruchter & Twersky, LLP | \$61,392,922 | 3 | \$20,464,307 |
| 24 | Bernstein Liebhard & Lifshitz LLP | \$59,650,000 | 5 | \$11,930,000 |
| 25 | Gold Bennett Cera & Sidener LLP | \$56,292,922 | 1 | \$56,292,922 |
| 26 | Chimicles & Tikellis | \$52,500,000 | 2 | \$26,250,000 |
| 27 | Saunders & Doyle | \$50,000,000 | 1 | \$50,000,000 |
| 27 | Tighe Patton Armstrong Teasdale, LLP | \$50,000,000 | 1 | \$50,000,000 |
| 29 | Yourman Alexander & Parekh LLP | \$49,375,000 | 3 | \$16,458,333 |
| 30 | Berger & Montague, P.C. | \$44,229,539 | 8 | \$5,528,692 |
| 31 | Schoengold Sporn Laitman & Lometti, P.C. | \$40,400,000 | 2 | \$20,200,000 |
| 32 | Weiss & Yourman | \$39,900,000 | 1 | \$39,900,000 |
| 33 | Strauss & Troy LPA | \$36,000,000 | 1 | \$36,000,000 |
| 34 | Chitwood Harley Hames LLP | \$35,000,000 | 1 | \$35,000,000 |
| 35 | Schatz & Nobel | \$32,750,000 | 1 | \$32,750,000 |
| 36 | Gardere Wynne Sewell | \$32,500,000 | 1 | \$32,500,000 |

| | | | | |
|----|-------------------------------------|--------------|---|--------------|
| 36 | The Wynne Law Firm | \$32,500,000 | 1 | \$32,500,000 |
| 38 | Ackerman, Link & Sartory, P.A. | \$30,000,000 | 1 | \$30,000,000 |
| 39 | Faruqi & Faruqi | \$29,700,000 | 2 | \$14,850,000 |
| 40 | Kaplan Fox & Kilsheimer | \$19,500,000 | 2 | \$9,750,000 |
| 41 | Law Office of Bernard M. Gross | \$17,550,000 | 2 | \$8,775,000 |
| 42 | Cotchett Pitre & McCarthy | \$17,500,000 | 1 | \$17,500,000 |
| 43 | Shapiro Haber & Urmey | \$13,000,000 | 3 | \$4,333,333 |
| 44 | Bonnett Fairbourn Friedman & Balint | \$12,503,491 | 1 | \$12,503,491 |
| 45 | Finkelstein Thompson LLP | \$11,650,000 | 4 | \$2,912,500 |
| 46 | Klafter & Olsen LLP | \$10,500,000 | 1 | \$10,500,000 |
| 47 | Bagnell & Eason, LLP | \$9,350,000 | 1 | \$9,350,000 |
| 47 | McGowan Hood Felder & Johnson | \$9,350,000 | 1 | \$9,350,000 |
| 49 | Green Welling LLP | \$9,125,000 | 1 | \$9,125,000 |
| 50 | Johnson & Perkinson | \$8,500,000 | 1 | \$8,500,000 |

Snapshot: Average Settlement Amount

The top 5 law firms ranked by highest average settlement amount (minimum of five settlements) are as follows:

| RANK | SCAS 50 RANK | LAW FIRM | SETTLEMENT TOTAL | # OF SETTLEMENTS | AVERAGE |
|------|--------------|---|------------------|------------------|---------------|
| 1 | 2 | Bernstein Litowitz Berger & Grossmann | \$2,634,765,298 | 9 | \$292,751,700 |
| 2 | 1 | Lerach Coughlin Stoia Geller Rudman & Robbins LLP | \$7,307,050,000 | 30 | \$243,568,333 |
| 3 | 7 | Kirby McInerney & Squire | \$650,900,000 | 5 | \$130,180,000 |
| 4 | 8 | Abbey Spanier Rodd Abrams & Paradis | \$590,925,000 | 8 | \$73,865,625 |
| 5 | 4 | Milberg Weiss Bershad LLP | \$1,604,608,808 | 22 | \$72,936,764 |

Snapshot: Number of Settlements

The top 5 law firms ranked by total number of final settlements are as follows:

| RANK | SCAS 50 RANK | LAW FIRM | SETTLEMENT TOTAL | # OF SETTLEMENTS | AVERAGE |
|------|--------------|---|------------------|------------------|---------------|
| 1 | 1 | Lerach Coughlin Stoia Geller Rudman & Robbins LLP | \$7,307,050,000 | 30 | \$243,568,333 |
| 2 | 4 | Milberg Weiss Bershad LLP | \$1,604,608,808 | 22 | \$72,936,764 |
| 3 | 11 | Schiffman, Barroway, Topaz & Kessler, LLP | \$350,650,000 | 12 | \$29,220,833 |
| 4 | 2 | Bernstein Litowitz Berger & Grossmann | \$2,634,765,298 | 9 | \$292,751,700 |
| 5 | 8 | Abbey Spanier Rodd Abrams & Paradis | \$590,925,000 | 8 | \$73,865,625 |

Methodology

We created the SCAS 50 using data from the SCAS database, which tracks, among many other things, federal and state shareholder class actions. We also contacted each law firm to seek confirmation of the settlement data pertaining to that firm. The SCAS 50 does not include data on ERISA or derivative lawsuits.

The SCAS 50 reflects only those final settlements that resulted in the creation of a settlement fund on behalf of shareholders. Cases which resulted in no settlement fund being created, but instead had only non-monetary settlement terms (such as corporate governance changes, changes in the terms of a merger, etc.) are not included. Further information on such settlements can be found in the SCAS database.

The SCAS 50 credits law firms that served as lead or co-lead counsel in a case with the entire settlement fund, regardless of how many other firms served as lead or co-lead counsel in the case. Thus, for a settlement of \$1,000,000 dollars where there were two lead counsel, the SCAS 50 credits both law firms with a \$1,000,000 settlement rather than dividing the settlement fund in half. For purposes of this report, law firms are considered to be lead or co-lead counsel if they are identified as such in the notice of settlement distributed to shareholders.

Terminology

SETTLEMENT TOTAL is the total dollar value of all final settlements occurring in 2006 in which the law firm served as lead or co-lead counsel, and where a settlement fund resulted.

of SETTLEMENTS is the total number of final settlements occurring in 2006 in which the law firm served as lead or co-lead counsel, and where a settlement fund resulted.

AVERAGE is the SETTLEMENT TOTAL divided by the # of SETTLEMENTS.

For further information, please contact Adam Savett, Vice President of ISS' Securities Class Action Services, at (301) 556-0176 or via email at adam.savett@issproxy.com.

EXHIBIT F



Securities Class Action Services

The SCAS 50 for 2007

Securities Class Action Services is pleased to present the "SCAS 50" for the year 2007. The SCAS 50 lists the top 50 plaintiffs' law firms ranked by the total dollar amount of final securities class action settlements occurring in 2007 in which the law firm served as lead or co-lead counsel.

The SCAS 50 for 2007

| Rank | Law Firm | Settlement Total | # of Settlements | Average |
|------|--|------------------|------------------|---------------|
| 1 | Milberg Weiss | \$3,804,625,000 | 17 | \$223,801,471 |
| 2 | Grant & Eisenhofer | \$3,451,300,000 | 5 | \$690,260,000 |
| 3 | Schiffirin Barroway Topaz & Kessler | \$3,302,265,000 | 19 | \$173,803,421 |
| 4 | Coughlin Stolia Geller Rudman & Robbins | \$1,853,990,000 | 49 | \$37,836,531 |
| 5 | Bernstein Litowitz Berger & Grossmann | \$1,338,110,000 | 10 | \$133,811,000 |
| 6 | Labaton Sucharow | \$765,200,000 | 4 | \$191,300,000 |
| 7 | Schatz Nobel Izard | \$491,925,000 | 7 | \$70,275,000 |
| 8 | Cunningham, Bounds, Crowder, Brown & Breedlove | \$445,000,000 | 1 | \$445,000,000 |
| 9 | Berman DeValerio Pease Tabacco Burt & Pucillo | \$443,125,000 | 5 | \$88,625,000 |
| 10 | Stull Stull & Brody | \$355,000,000 | 6 | \$59,166,667 |
| 11 | Kaplan Fox & Kilsheimer | \$232,000,000 | 6 | \$38,666,667 |
| 12 | Weiss & Lurie | \$222,100,000 | 9 | \$24,677,778 |
| 13 | Cohen Milstein Hausfeld & Toll | \$220,705,000 | 9 | \$24,522,778 |
| 14 | Entwistle & Cappucci | \$210,300,000 | 4 | \$52,575,000 |
| 15 | Lite, DePalma, Greenberg & Rivas | \$190,000,000 | 1 | \$190,000,000 |
| 15 | Wolf Popper | \$190,000,000 | 1 | \$190,000,000 |
| 17 | Shapiro Haber & Urmy | \$182,875,000 | 5 | \$36,575,000 |
| 18 | Bernstein Liebhard & Lifshitz | \$161,050,000 | 7 | \$23,007,143 |
| 19 | Murray, Frank & Sailer | \$158,201,000 | 8 | \$19,775,125 |
| 20 | Abbey Spanier Rodd Abrams & Paradis | \$148,500,000 | 3 | \$49,500,000 |
| 21 | Berger & Montague | \$130,090,000 | 6 | \$21,681,667 |
| 22 | Blitz Bardgett & Deutsch | \$127,500,000 | 1 | \$127,500,000 |
| 22 | Goodin MacBride Squeri Ritchie & Day | \$127,500,000 | 1 | \$127,500,000 |
| 22 | Hulett Harper Stewart | \$127,500,000 | 1 | \$127,500,000 |
| 22 | Stanley, Mandel & Iola | \$127,500,000 | 1 | \$127,500,000 |
| 26 | Cauley Bowman Carney & Williams | \$125,875,000 | 2 | \$62,937,500 |
| 27 | Girard Gibbs | \$115,000,000 | 1 | \$115,000,000 |
| 28 | Wolf Haldenstein Adler Freeman & Herz | \$113,460,000 | 6 | \$18,910,000 |
| 29 | Zwerling Schachter & Zwerling | \$102,250,000 | 2 | \$51,125,000 |
| 30 | Kirby McInerney | \$92,125,000 | 3 | \$30,708,333 |
| 31 | Shalov Stone Bonner & Rocco | \$81,125,000 | 3 | \$27,041,667 |
| 32 | Johnson & Perkinson | \$80,000,000 | 1 | \$80,000,000 |
| 32 | Scott & Scott | \$80,000,000 | 1 | \$80,000,000 |
| 34 | Lowe Dannenberg Bemporad & Selinger | \$79,750,000 | 1 | \$79,750,000 |
| 35 | Barrack, Rodos & Bacine | \$72,500,000 | 1 | \$72,500,000 |
| 36 | Saxena White | \$69,100,000 | 5 | \$13,820,000 |
| 37 | Boies, Schiller & Flexner | \$64,000,000 | 1 | \$64,000,000 |
| 37 | Susman Godfrey | \$64,000,000 | 1 | \$64,000,000 |
| 39 | Harwood Feffer | \$59,450,000 | 2 | \$29,725,000 |
| 40 | The Brualdi Law Firm | \$57,500,000 | 1 | \$57,500,000 |
| 41 | Glancy Binkow & Goldberg | \$44,940,000 | 4 | \$11,235,000 |
| 42 | Vianale & Vianale | \$32,500,000 | 4 | \$8,125,000 |
| 43 | Pomerantz Haudek Block Grossman & Gross | \$29,125,000 | 2 | \$14,562,500 |
| 44 | Robbins Umeda & Fink | \$29,000,000 | 2 | \$14,500,000 |
| 45 | Bouchard Margules & Friedlander | \$25,000,000 | 1 | \$25,000,000 |
| 46 | Bull & Lifshitz | \$24,000,000 | 1 | \$24,000,000 |
| 47 | Marc B. Kramer, A Professional Corp. | \$21,556,000 | 2 | \$10,778,000 |
| 48 | Schoengold Sporn Laitman & Lometti | \$19,075,000 | 2 | \$9,537,500 |
| 49 | Finkelstein Thompson | \$18,263,000 | 6 | \$3,043,833 |
| 50 | Ademi & O'Reilly | \$17,500,000 | 1 | \$17,500,000 |

Firms by Settlements

| Rank | SCAS 50 Rank | Law Firm | Settlement Total | # of Settlements | Average |
|------|--------------|---------------------------------------|------------------|------------------|---------------|
| 1 | 4 | Coughlin Stoa Geller Rudman & Robbins | \$1,853,990,000 | 49 | \$37,836,531 |
| 2 | 3 | Schiffrein Barroway Topaz & Kessler | \$3,302,265,000 | 19 | \$173,803,421 |
| 3 | 1 | Milberg Weiss | \$3,804,625,000 | 17 | \$223,801,471 |
| 4 | 5 | Bernstein Litowitz Berger & Grossmann | \$1,338,110,000 | 10 | \$133,811,000 |
| 5 | 12 | Weiss & Lurie | \$222,100,000 | 9 | \$24,677,778 |
| 5 | 13 | Cohen Milstein Hausfeld & Toll | \$220,705,000 | 9 | \$24,522,778 |

Firms by Settlement Average (*Firms had to have a minimum of 3 settlements)

| Rank | SCAS 50 Rank | Law Firm | Settlement Total | # of Settlements | Average |
|------|--------------|---------------------------------------|------------------|------------------|---------------|
| 1 | 2 | Grant & Eisenhofer | \$3,451,300,000 | 5 | \$690,260,000 |
| 2 | 1 | Milberg Weiss | \$3,804,625,000 | 17 | \$223,801,471 |
| 3 | 7 | Labaton Sucharow | \$765,200,000 | 4 | \$191,300,000 |
| 4 | 8 | Schiffrein Barroway Topaz & Kessler | \$3,302,265,000 | 19 | \$173,803,421 |
| 5 | 4 | Bernstein Litowitz Berger & Grossmann | \$1,338,110,000 | 10 | \$133,811,000 |

Methodology

We created the SCAS 50 using data from the SCAS database, which tracks, among many other things, federal and state shareholder class actions. We also contacted each law firm to seek confirmation of the settlement data pertaining to that firm. The SCAS 50 does not include data on ERISA or derivative lawsuits.

The SCAS 50 reflects only those final settlements that resulted in the creation of a settlement fund on behalf of shareholders. Cases which resulted in no settlement fund being created, but instead had only non-monetary settlement terms (such as corporate governance changes, changes in the terms of a merger, etc.) are not included. Further information on such settlements can be found in the SCAS database.

The SCAS 50 credits law firms that served as lead or co-lead counsel in a case with the entire settlement fund, regardless of how many other firms served as lead or co-lead counsel in the case. Thus, for a settlement of \$1,000,000 dollars where there were two lead counsel, the SCAS 50 credits both law firms with a \$1,000,000 settlement rather than dividing the settlement fund in half. For purposes of this report, law firms are considered to be lead or co-lead counsel if they are identified as such in the notice of settlement distributed to shareholders.

Terminology

SETTLEMENT TOTAL is the total dollar value of all final settlements occurring in 2007 in which the law firm served as lead or co-lead counsel, and where a settlement fund resulted.

of SETTLEMENTS is the total number of final settlements occurring in 2007 in which the law firm served as lead or co-lead counsel, and where a settlement fund resulted.

AVERAGE is the SETTLEMENT TOTAL divided by the # of SETTLEMENTS.

For further information, please contact Adam Savett,
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(301) 556-0176 or via email adam.savett@riskmetrics.com